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## The Solicitors' Journal and Reporter.

LONDON, APRIL 16, 1887.

## CURRENT TOPICS.

AT THE TIME of going to press the cause lists for the Easter Sittings of the court, commencing on Tuesday next, are not published. The appeals will number about 170, and the causes and matters before the five judges of the Chancery Division will aggregate a total of upwards of 700.

THE ATTENTION of solicitors practising in the county of Lancaster should be directed to the order of the Lord Chancellor, which will be found in another column, under which all causes in the Chancery Division commenced in either of the district registries of Liverpool or Manchester are to be marked for Mr. Justice KEEWICH. This order is made under the powers of the new clause of rule 9 of order 5 of the Rules of the Supreme Court, which was added by the Rules of December, 1886 (*ante*, p. 140). By ord. 35, r. 6a, the district registrar of each of the places above named is to act as chief clerk, registrar, and taxing master, so that Mr. Justice KEEWICH will in effect have the control of a large amount of chamber business which will be transacted, not under his own eye in London, but at Liverpool and Manchester. The general effect of the new order will be to give to suitors who commence their actions in the district registries of Manchester and Liverpool something very nearly approaching to a preference over all other Chancery suitors. It is obvious that Mr. Justice KEEWICH will after a time be almost exclusively employed in trying cases from Lancashire, which would otherwise have been distributed among the five judges of the Chancery Division. So long as he has any Lancashire cases to try, he will never be in need of a transfer. It may well be that the cases so marked for Mr. Justice KEEWICH will take away a sufficient number from the other judges of the Chancery Division so as to have the same effect upon their lists as the exercise of the right of transfer would have had, but on the other hand there is a possibility that while Mr. Justice KEEWICH is trying heavy cases his four colleagues will be getting deeper and deeper into arrear. This may have been foreseen by the Lord Chancellor, and it may be that the present new arrangement is only a step towards the appointment of another judge of the Chancery Division. Whether this be so or not, the new departure can only be looked upon as an experiment, the beneficial result of which, to Chancery suitors at large, is doubtful, and which will most likely create jealousies in the minds of the large majority of suitors whose cases are to be practically postponed to those of their more favoured competitors for a hearing.

THERE SEEMS to be no end to the questions suggested by, and arising out of, the Married Women's Property Act, 1882. We think our readers will be somewhat startled by the doubt of a correspondent, whose letter we print in another column, whether the Act may not have altered the well-established rule as to liability for the costs of preparing a marriage settlement. We do not see any ground for the doubt. If the judgment in *Helps v. Clayton* (13 W. R. 161, 17 C. B. N. S. 533) is considered, it will be found that the basis of the rule laid down in that case with regard to the liability for costs is this: The retainer to prepare the settlement is to be considered that of the lady or her parent, as the case may be; the lady or her parent is therefore primarily

liable to the solicitor. But "usage makes the husband liable to indemnify whoever, on the part of the wife, has properly incurred expense by retaining the solicitor to prepare a settlement." That is to say, the rule as to the costs of a settlement corresponds with that relating to the costs of a lease, which is prepared by the lessor's solicitor, the lessor being entitled to be recouped the costs by the lessee (*Grissell v. Robinson*, 3 Bing. N. C. 10). The obligation of the husband, therefore, did not rest on any liability on his part for his wife's ante-nuptial debts, but on the "usage" that he should indemnify anyone, whether the wife, or her parent, or a person *in loco parentis*, who incurred the costs of the settlement. As a matter of fact, this "usage," on which the husband's liability depends, remains unaltered, and as the Married Women's Property Act, 1882, does not "interfere with or affect any settlement" (section 10), there seems to be no alteration effected by the Act which could remove the grounds on which this usage was originally established. It could not have been based on the fact that the law gave the husband an interest in the property of his wife, for the object of the settlement was, of course, in all cases to exclude and vary this legal right.

WE REPORT elsewhere the judgment delivered by Judge LUSHINGTON at the Croydon County Court on the 5th inst., laying down the rule that in future unqualified paid agents are not to be allowed to appear or address the court. The judgment deals ably and exhaustively with the subject, and we trust that its effect will be to induce the other county court judges throughout the country to place a similar check on an abuse which of late years has been rapidly growing. It may be useful to subjoin a note of the statutory provisions bearing on the subject: Solicitors Act, 1843 (6 & 7 Vict. c. 73, s. 2, 36). Unqualified persons act in contravention of these sections and commit a contempt of court. Solicitors Act, 1860 (23 & 24 Vict. c. 127, s. 26). Unqualified persons act in contravention of this section and commit a contempt of court and incur a penalty. Stamp Act, 1870 (33 & 34 Vict. c. 97, s. 59). Unqualified persons act in contravention of this section and incur a penalty. See also section 60, in contravention whereof these persons draw affidavits, &c. County Courts Act, 1850 (13 & 14 Vict. c. 61, s. 10), refers to appearance "by himself or his attorney." County Courts Act, 1852 (15 & 16 Vict. c. 54, s. 10), as to who may appear in a county court. It seems clear that the "leave of the judge" should be a special permission in each particular case, and ought not to be given to enable a person to infringe an Act of Parliament, or to incur penalties, or to commit a contempt of court. County Courts Act, 1867 (30 & 31 Vict. c. 142, s. 16), refers to appearance of defendant either in person or by some person "duly authorized" on his behalf. This "duly authorized" person must surely be either a solicitor or a barrister, or some person who has obtained leave from the judge. See also section 17, which refers to appearance "in person or by some person duly authorized to appear for him." County Courts (Costs and Salaries) Act, 1882 (45 & 46 Vict. c. 57, s. 2). "No person other than a solicitor shall be entitled to have or recover any fee or reward for appearing or acting on behalf of any other party in any proceedings in a county court."

THE CASE OF *Re Cooke's Estate*, which we report in another column, has brought to light one of the many unsettled questions with which our law abounds. So long ago as 1800 it was decided by Lord ELDON, at *Nisi Prius* (*Male v. Roberts*, 3 Esp. 163), that the capacity of a person to bind himself by contract must be decided by the law of the country where the contract arises. The subsequent cases bearing upon the point have been very few, the chief authority being a *dictum* of Sir CRESSWELL CRESSWELL in *Simonin v. Maillat* (1 Sw. & Tr. 253) that "in general the personal competency or incompetency of individuals to contract has been held to depend upon the law of the place where the contract is made"; but the view of the law taken in those cases was accepted by many leading text-writers. In the year 1877, however, the Court of Appeal decided the case of *Sottomayor v. De Barros* (26 W. R. 455, 3 P. D. 1), in which the only question was whether two persons, who were Portuguese subjects and domiciled in Portugal, and who, being first cousins to each other,

were, by the law of Portugal, prohibited from intermarrying, could contract a valid marriage in England; and it was held that they could not. In the course of their judgment the Lords Justices said: "It is a well-recognized principle of law that the question of personal capacity to enter into any contract is to be decided by the law of domicile"; and, later on, "The laws of a country where a marriage is solemnized must alone decide all questions relating to the validity of the ceremony by which the marriage is alleged to have been constituted; but, as in other contracts, so in that of marriage, personal capacity must depend on the law of domicile." Now, with regard to the particular contract of marriage, the decision in *Sottomayor v. De Barros* was completely in accordance with the opinions expressed in *Brook v. Brook* (9 W. R. 461, 9 H. L. Cas. 193); but the passages quoted above from the judgment of the Court of Appeal are considerably wider than was necessary for the decision of the case. It may be that no distinction in principle can be drawn between the marriage contract and any other contract in this respect, and that, as in the case of marriage, so in the case of other contracts, the validity of the contract (except in respect of the formal acts necessary to be gone through for the purpose of manifesting it) is to be determined by the *lex domicilii*. Prior, however, to the *dicta* of the Court of Appeal in *Sottomayor v. De Barros*, it seems that the *consensus* of opinion was in the opposite direction. In the case of *Re Cooke's Estate* Mr. Justice STIRLING has held himself bound by the opinions expressed in *Sottomayor v. De Barros*, and has accordingly decided that the question of the validity of a marriage settlement executed prior to the marriage of a domiciled Englishwoman with a domiciled Frenchman is to be determined according to the *lex domicilii*, and that consequently, as the lady was an infant when she entered into the contract, it was not binding upon her. The state of the law thus disclosed is far from satisfactory, and it is to be hoped that the Court of Appeal may soon have an opportunity of authoritatively dealing with the general question.

SOME DOUBT appears to have existed whether covenants in restraint of trade are divisible with regard to time—that is, whether, supposing them to be reasonable for a certain length of time, but unreasonable beyond, they can be enforced for the earlier period, although invalid for the later. The matter is, of course, of great importance, for, if the law decided against such division, a covenant that has been for any reason drawn too strictly would be void altogether. It is satisfactory, therefore, to note the recent decision of Mr. Justice NORTH in *Baines v. Geary* (*ante*, p. 363). In this case the covenant was entered into by a milk-carrier with his employer, and bound him not to serve for his own benefit any customers whom his employer, or his successors or assigns, might at any time have. The business was assigned, and the milk-carrier, who had left the employment just before the assignment, solicited the custom of the old customers, and an injunction was accordingly prayed against him. To the contention that the covenant was unreasonable inasmuch as it extended to customers obtained after the defendant had left the employment, and was, therefore, bad altogether, Mr. Justice NORTH replied that it was, at any rate, reasonable with regard to those who were customers while the defendant was in the employment; and holding, on the authority of *Nichols v. Stretton* (7 Beav. 42), that the covenant was divisible in regard to time, he granted the injunction so far as related to those. This is certainly on the side of reason, and removes a pitfall into which those who have to frame such covenants have been in danger of falling. That they are divisible in respect of space was decided in *Price v. Green* (16 M. & W. 346).

Mr. Arthur Arnold has written to Lord Salisbury on behalf of the Free Land League, pointing out that "in 1869 Lord Clarendon obtained from her Majesty's representative at Berlin a report upon the tenure and transfer of land in Prussia, which has long since become obsolete by the passing of the law of 1872. The practical results of that law, which established a system of conveyance by registration of title, with procedure closely following that adopted in the Australasian colonies, appear in many respects advantageous and applicable to this country;" and requesting that before the Land Transfer Bill is considered in committee of the House of Lords Lord Salisbury will obtain a report upon the method and operation of the Prussian system.

## THE LAND TRANSFER BILL.

## II.

We resume the subject we left off with in our last week's issue—namely, the extent to which deeds will be necessary under the system proposed by the Bill. Vendors may perhaps be found to contend that covenants for title are superseded by clause 18, sub-clause 1. That clause provides that "a registered charge or transfer shall have effect as a conveyance by deed, and the Conveyancing Acts, 1881, 1882, shall apply accordingly." Now section 7 of the Conveyancing Act, 1881, causes the several well-known covenants for title, "by the person who conveys and is expressed to convey as," &c., to be implied "in a conveyance" (which by section 2, sub-section (v.), means a conveyance by deed). But, unless the existing forms under the Act of 1875 are so far modified as to allow of a transfer being expressed as made by "a beneficial owner," for instance (a liberty denied by the present G. R. 58 and form 23), a solicitor advising a purchaser should be careful to keep on the safe side.

## II.—THE LITERATURE OF THE SUBJECT.

We also, last week, referred to the bulk of the literature that at present exists on the subject of registration of title as a reason for abstaining from discussing the subject in its general aspect now. But as very possibly some of our readers (whose engagements in the present leave them little leisure to study a future so remote as the establishment of registration of title appeared but a short while ago to be) may have omitted to take note of that literature when it came out, and may now wish to be reminded where it is to be found, we now append an account of some of the principal works that have been published upon the subject of late years. The list does not pretend to be exhaustive; if any omissions have been made we shall be glad to hear of them, meanwhile we believe that the list will supply enough mental fodder for busy men to go on with, at least till our next issue; and may, perhaps, also be found to contain a few references that will be new even to the leisurely student:—

## ENGLISH.

1850. *Report of Registration and Conveyancing Commission.* (Specially valuable for full *fac simile* reproduction of maps and indices used in Belgium to define boundaries and record dealings.)
1857. *Report of Registration of Title Commission.* (Advocates views which have been accepted of late years only. Very full appendix by Mr. Wilson (200 pages) setting forth his scheme.)
1859. *J. M. Ludlow.* Stock, Share, and Land Registers. Juridical Society's Papers, 18th April. (Much information as to the distinction between the three.)
1862. *E. P. Wolstenholme.* Simplification of title to land, &c. Juridical Society's Papers, 10th March. (Exposes the paradox of "indefeasible title," and gives outline of a plan for simplification of title without registration.)
- Joshua Williams.* The true remedy, &c. Juridical Society's Papers, 24th March. (Suggests numerous changes of detail, and registry of deeds.)
- Lord Westbury's Act* (25 & 26 Vict. c. 53).
- 1869-70. *Report of Land Transfer Commission.*
1872. *Return as to Registration of Title in the Australasian Colonies.* (Full text of "Torrens" Acts, and much information as to their working.)
1873. *F. H. Colt.* Remarks on the Land Transfer Question; reprint from *Law Journal*. (Advocates compulsion and registration of fee simples only. Sketch of suggested enactment.)
- Lord Selborne's Bill.*
- G. Sweet.* Impediments to the Transfer of Land. Paper read to Juridical Society, 19th March. (Advocates registration of title, shewing all subsisting rights, with detail of how it may be done.)
1874. *G. Sweet.* Observations on Land Titles and Transfer Bill. (Advocates compulsory registration of possessory titles at public cost with outline of enactment.)
1875. *Lord Cairns' Land Transfer Act.*
1876. *R. H. HoL.* Land Transfer Act, 1875. (Text-book, with introductory chapter (36 pages) and practical suggestions (20 pages) added.)
1877. *Sir Robert M. Torrens.* Essay published by Cobden Club (6d.) Very full and readable account of the chief points notable in the Australian system.
- 1878-79. *Report, Mr. Osborne Morgan's Committee.* (Incidentally, interesting evidence as to the Scotch Registry of deeds.)
1881. *Return on Registration of Title in the Australasian Colonies.* (Continues former one—1872, and is equally valuable.)
1885. *Duke of Marlborough.* Transfer of Land, *Fortnightly Review*, April. (Advocates mainly the system of confirmation of possessory titles adopted in the Chancellor's present Bill.)



*Sir Horace Davey.* Letters to the *Times*, September. (Advocates compulsory registration of possessory title and curtailment of settlements.)

*F. H. Colt.* The Land Transfer Question. (Similar to former pamphlet with corrections up to date.)

*J. Powell.* How to make simple the Transfer of Land. (Full review of history of law and exposition of present system; advocates registry of deeds with no notice of trusts.)

1886. *Incorporated Law Society.* Statement on the Land Laws. (Full account of modern history since 1828, and careful review of recent experience, including Australian. Endeavours to be quite impartial.)

Reprinted—*SOLICITORS' JOURNAL*, Jan. 30 and Feb. 13, and *Law Times*, Jan. 30 to Feb. 27.

Reviewed—*SOLICITORS' JOURNAL*, Jan. 30 continuously to March 13; *Law Times*, Jan. 30; *Law Journal*, Feb. 13 (by F. H. Colt).

*Bar Committee.* Land Transfer. (Very full and readable; same general scope as the last.)

Reviewed—*SOLICITORS' JOURNAL*, April 10 and 17; *Law Times*, April 17 and May 1; *Law Journal*, May 15 (F. H. Colt).

*R. B. Morris.* Registration of Titles. Prize Essay. Judges—Lord Hobhouse, Sir H. Davey, E. F. Turner. (Full historical introduction; advocates compulsion; some detail of proposed scheme. Appendix as to systems of land transfer in other countries.)

*J. Topham.* Essay on Registration of Titles. (Reviews present system; advocates registry of abstracts and deeds, with simplification of legal estates.)

*H. W. Elphinstone* on the Transfer of Land. January *Law Quarterly*. (General considerations; advocates compulsion; treats form of registers, effect of errors, indexing by map, reversions, &c., &c.) Also Review (*Law Quarterly*, April) of several publications.

*T. Key.* Registration of Title to Land. July *Law Quarterly*. (Advocates preparatory changes in the law, and compulsion on death; observations on registering settled land, restrictive covenants, mortgages, maps, and doubts whether local registries are needed.)

*C. F. Brickdale.* Registration of Title to Land. (Detailed comparison of English and Australian experience, and substantive plan for registry of title without cost or compulsion.)

Reviewed—*SOLICITORS' JOURNAL*, 11th December; *Law Quarterly Review*, January (1887).

#### Anonymous Articles—

*SOLICITORS' JOURNAL*—How Should our Land Laws be Reformed? Dec. 26 (1885) to Jan. 13.

*Law Times*—Registration of Titles, May 29 to July 27.

*Law Journal*—Prospects of Land Registration, Dec. 18.

*Westminster Review*—New View of Registration of Title to Land, July.

*A Dialogue between Doctor and Student, &c., &c.* (Failure of Land Transfer Act due to its too great care of dormant claims, and consequent expenses and delays.)

Reviewed—*SOLICITORS' JOURNAL*, Jan. 9.

1887. *W. H. Twiss.* Some Practical Observations on the Land Transfer Question. (Various detailed suggestions for registry of titles.)

#### AUSTRALIAN.

*Acts.* Are all drawn on the same model: the Torrens Act of South Australia (1857) as amended in 1861. They are very full, and contain all the matter usually relegated to General Rules in England.

#### Parliamentary Papers—

1861. *South Australia.* Report, Evidence (106 pp.), and Appendix (80 pp.)—Practical Working of Torrens Act.

1864. *South Australia.* Return as to certificates recalled for mistakes in parcels. (Map and description of error appended in each case.)

1875. *South Australia.* Report, Evidence (84 pp.), Appendix (50 pp.)—Practical Working of Torrens Act.

1881-83. *New South Wales.* Returns (very full) as to operations of registry.

1885. *Queensland.* Return as to work of office ever since 1861, followed by yearly reports on same model, with commentary by registrar.

*Victoria.* Report, Evidence (200 pp.)—Practical Working of Torrens Act.

(The above papers are at the Colonial Office Library. There are probably others relating to Tasmania, New Zealand, and Western Australia that we have not had the opportunity of perusing. It is impossible to exaggerate the value of these records of experience, which cover the whole ground, and supply practical lessons on every detail of procedure.)

*Melbourne Daily Telegraph*, Oct. 13, 1884. Report on process of registering old titles. By Mr. Sandford.

*Canada.* J. H. Mason. Land Transfer Reform. Toronto, 1884. (Collects much information as to Torrens system, and advocates its introduction.)

Ontario, Manitoba, and North-West Territory Legislatures have established the Torrens system (without compulsion) during the year 1886.

#### FOREIGN.

1872. Prussia. Grundbuch und Hypotheken Gesetz vom 5 Mai, 1872.

F. Werner, Berlin. (Official edition of law substantially the same as the Torrens system; with full introduction, notes, and appendices, with model registers and forms.)

1873. *Annuaire de la législation étrangère.* Paris. Article on the above Prussian law, by P. Gide. (At the Inner Temple Library only.)

1886. *D. H. Ohmsted.* New York. Land Transfer Reform. (Advocates registration of deeds, to prepare for registration of title.)

*C. Gide.* Etude sur l'Act Torrens. Paris. (Very lucid dissertation on the Act, and entertaining account of the agitation in South Australia.)

#### III.—CONFIRMATION OF TITLES.

1. *Why is it wanted?*—To appreciate the value of the new mode of obtaining an absolute title out of a possessory one instituted by the present Bill it will be necessary to explain briefly the reasons why the absolute, qualified, and possessory titles of the Act of 1875 each failed to give satisfaction to those who applied for them. The grounds of objection in practice to each of these are as follow:—

(i.) The absolute title was so difficult to obtain that it was useless to apply for it in contemplation of a sale, for it increased the expenses and delays of the immediate transaction, without sensibly attracting buyers or increasing the prices obtainable, while it was extravagant to apply for it after a sale, or, indeed, at any other time, owing to the remoteness of the occasion of benefit.

(ii.) The qualified title was, in its result, a sort of condemnation of a landowner to make public confession, almost in the auction room, of some technical weakness, which, though easy enough to cover up negatively in conditions of sale, would be not unlikely to deter a purchaser when positively blazoned forth on the forefront of the certificate of title. Landowners naturally objected to standing up in a white sheet for these peccadilloes, and so the qualified titles were even more disliked than the absolute, especially considering that the original application was in all cases obliged, by section 9 of the Act, to be (in form, at any rate) for an absolute title; so that they cost as much trouble and money and time to obtain as the absolute, and were of even more doubtful advantage when obtained.

(iii.) The possessory title was (as already shown in our last issue) found to be far dearer than it ought to have been, and, at that price, was certainly not worth the outlay. In connection with these possessory titles, a curious instance of the pure *vis inertiae* which has encumbered the progress of registration all along was given to Mr. O. Morgan's Committee by a well-known solicitor. He had ordered that all simple conveyances for the future should be registered with possessory title, and for some time supposed that his orders were being carried out. Having occasion to inquire after a particular case, he found that in no case had it been done. The clerks did what they were accustomed to do, and then put the several matters aside for a more convenient season (Evidence, No. 1149). It is to be hoped the "confirmation" will prove more attractive.

2. *How will it be accomplished?*—The process is virtually a shortening of the period of prescription to five years where possessory or qualified title has been registered, in consideration of public and private notice to all whom it may concern, and the compensation provided by the assurance fund in all cases of mistake, coupled with the applicant's affidavit evidence, and his liability personally in damages (clause 10, sub-clause 5) if any loss results. The applicant pays all costs of reasonable petitions against confirmation. The important question for the applicant will probably be found in practice to be—how many petitions will usually be presented in opposition, of which he will have to pay the costs as "reasonable"? Now, apart from the question of boundaries, it is not likely that the public and private notices will evoke many opposing petitions of a "reasonable" character. Public notices are merely guarantees of good faith, and will not be likely to produce any oppositions. The private notices could hardly be served on anyone likely to object; for they could only be served upon the persons named in the applicant's title deeds (who, being his own predecessors in title, would seldom object), or upon registered incumbrancers—prescribed by the Bill—(who, as their rights are protected as such by the Land Transfer Act, s. 7, sub-section 1, would not trouble themselves much), or upon "cautioners," who would be easily arranged with previously in all cases where their claims were not substantial and hostile; where they were, of course the matter could not go on, nor should it.

The affidavit to be made on an application for confirmation is

required to contain (clause 7, sub-clause 2) a statement to the effect that the deponent has made due inquiry into the title. Thus the affidavit will require to be made by a professional lawyer, or the statement will be a farce. This being so, it will be well to make the application immediately after the purchase, when the state of the title is fresh in the mind of the purchaser's solicitor.

On the whole, it would appear that if too much advertising is not insisted upon by the board, this process will be cheap and effectual. If the present rules are followed (G. R. 6) the applicant must be the owner of a fee simple in possession, or have power to dispose of the fee; and so the persons (if any) dispossessed by mistaken confirmation would only be persons whose interests are remote, as to whom it is now generally admitted that money compensation is adequate. In fact, under the Settled Land Act, money value is all that such persons can make sure of even now.

But when we approach the question of confirmation of *boundaries* it will have to be remembered that the notices will be served on a very different class of persons than in the case of *titles*.

Under Lord Westbury's Act it was found that, the rule requiring all reasonable expenses of objectors to be paid by the applicant (a rule which it is impossible not to retain), every objection to a boundary was contested with the greatest pertinacity; in fact, one solicitor of experience thought that almost a third of the expenses of registration under that Act (which were very heavy) was due to this cause; and another averred that it was cheaper for applicants to relinquish all disputed boundaries rather than fight the unequal battle. Under the present Bill, however, compensation will be given to persons deprived of their boundaries, which, no doubt, will make a difference; still, this fact will hardly disentitle an objector to his costs wherever the resistance was plausible in itself. From these considerations it will be a matter requiring grave consideration whether proprietors should ever be advised to apply for "confirmation" of boundaries except where they are able to arrange beforehand with their neighbours that no objections shall be taken.

A more difficult question in connection with boundaries would appear to be still in store—namely, how to accommodate registration to the continual changes, often gradual and even imperceptible in their progress, that take place in the configuration of estates, and how to provide a reader means than the office has yet succeeded in providing for the not uncommon exigency of a sale in lots.

## NEW ORDERS, &c.

### HIGH COURT OF JUSTICE—CHANCERY DIVISION.

#### LIVERPOOL AND MANCHESTER DISTRICT REGISTRIES.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, in pursuance of the Rules of the Supreme Court, December, 1886, do hereby order that on and after the eighteenth day of April, 1887, until further order, every cause or matter in the Chancery Division of the High Court of Justice commenced in the District Registry of Liverpool or the District Registry of Manchester shall be marked with the name of the Honourable Mr. Justice Kekewich, one of the judges of the Chancery Division.

The 5th day of April, 1887.

HALSBURY, C.

## CORRESPONDENCE.

### THE MIDDLESEX REGISTRY.

[To the Editor of the Solicitors' Journal.]

Sir,—The letter of Mr. G. P. Jackson discloses a very grave state of affairs. Everybody must agree with him that it is a scandal that any public department should be permitted to allow its official references to fall into the condition he describes, and thereby practically limit inquiry to a "private" book for searches in which a special fee is required. I am sorry I do not, at the moment, see my way to incorporate this question into the intended application for a *mandamus* relating to the demand of the registry that all town witnesses should attend at Great James-street instead of being permitted to depose to a deed before a London commissioner.

It will interest the profession to know that this very day my memorial has been tendered and refused, and that application will be made to the Queen's Bench Division for a rule *nisi*. With regard to the

inquiry last year in which I succeeded in recovering back the over-charge for length, but failed as to the items for oath and exhibit, I am by no means sure that a further appeal would have been wise if permitted, to say nothing of the fact that the real point raised by the argument of the judges—viz., the "reasonableness" of paying the same oath fees inside as one would have to pay outside—would have had to be disposed of by *mandamus* whatever the ultimate result of the particular action. The question about to be raised by *mandamus* deals with something like thirty thousand half-crowns per annum paid to the registrar, which, among other things, means that commissioners for oaths (who have had to pay for their privilege) are quietly deprived of a yearly sum of £3,000 to £4,000! The great question, however, is the needless personal attendance of town witnesses between prescribed hours at a building altogether out of the run of the public offices, in the face of the Act giving them the option and convenience of going before a neighbouring commissioner.

FRANCIS K. MUNTON.

City, April 6.

## COSTS OF MARRIAGE SETTLEMENTS.

[To the Editor of the Solicitors' Journal.]

Sir,—A solicitor is retained by a lady's father to draw her marriage settlement of personalty, which is one of the ordinary character.

He duly prepares the settlement, and after the marriage sends in the bill to the husband.

The husband objects to pay the bill, alleging that his wife's father is the person liable.

All the incidents—the retainer, the marriage, and the delivery of the bill—happen during the year 1886.

Under such circumstances, is the husband liable for the bill, and does the case of *Helps v. Clayton*, decided before the Married Woman's Property Act, 1882, govern the matter? TABELLIO.

April 12.

[See observations under head of "Current Topics."—ED. S. J.]

## CASES OF LAST WEEK.

### HARRIS v. ROTHWELL—C. A. No. 2, 5th April.

#### PATENT—PRIOR PUBLICATION—REPORT OF SPECIFICATION IN FOREIGN LANGUAGE IN PATENT OFFICE LIBRARY.

This was an appeal from a decision of Chitty, J., the question being whether the deposit of a specification in the German language in the library of the Patent Office so as to be accessible to the public constituted such a prior publication as to render invalid a patent subsequently obtained in this country. The plaintiff was the assignee of a patent granted in 1880 for improvements in knitting machines. In 1877 and 1879 certain specifications and drawings of German patents for knitting machines were deposited in the London Patent Office for public inspection. The specifications were in the German language, and it was admitted that if they had been English they would, together with the drawings, have conveyed sufficient information to a competent workman to enable him to carry out the invention which was the subject of the plaintiff's patent. Entries were published in the *Patents Journal* of the German specifications in the list of foreign patents, and they were referred to as knitting machines. A foot-note was appended to the list, stating that the specifications, as well as the list of applications, might be consulted at the free public library of the Patent Office. The German specifications had been actually open to inspection in the Patent Office library, the one during about two years and a half, and the other during about six weeks previously to the date of the plaintiff's application. Chitty, J., held that the German specifications had, under the circumstances, been so published in this country, prior to the date of the plaintiff's patent, as to have become part of the stock of common knowledge. The drawings and specifications, having been placed in the Patent Office library and made accessible to anyone who chose to go there, it was not necessary to shew that any person actually did go to the library and inspect them. The fact that the specifications were in German was immaterial, as it could not be assumed that the information was given in a language which was unintelligible to the public (see the case reported *ante*, p. 27).

THE COURT OF APPEAL (COTTON, LINDLEY, and LOPEZ, L.JJ.) affirmed the decision. LINDLEY, L.J., said that the question was in substance whether, under the circumstances, the plaintiff's assignor was the true and first inventor of the invention. The plaintiff had established a *prima facie* case by proving the patents, and he thus threw the burden of proof on the defendant, and it was for him to prove, if he could, some prior use of the invention in this country, or some prior publication in this country, of some intelligible description of the invention. In the present case prior publication was relied upon. It was said that before the date of the plaintiff's patent there existed in the library of the Patent Office two copies of two German specifications, each of which, with the drawings annexed, contained a description of the plaintiff's invention. One of these specifications had been in the library more than a year; the other had been there about six weeks. Their existence in the library was not



only known to the librarian, but attention had been called to the fact by the publication in the *Patents Journal* of English translations of their titles. Moreover, the specifications themselves were in their proper places in the library, and anybody wanting to use them could have done so. Whether anyone other than the librarian did in fact ever see them was not known. His lordship thought that on this evidence the burden of showing that the English patentee was the first inventor in this country was cast upon the plaintiff; and that unless he could shew that the German specifications were not, in fact, seen by anyone who could understand them, the defendant must succeed. If the case were being tried by a jury, his lordship was not sure that the judge might not direct the jury to find that the patentee was not the true and first inventor. But without going so far as to say that the judge ought to give such a direction, the judge ought at least to tell the jury to find for the defendant if they thought that the German specifications had been so published in this country as to have become known to anyone here; and to guide the jury, the judge ought to tell them that the invention, having been so laid before the public in this country, ought to be presumed to have become known in this country, in the absence of all proof to the contrary. Even if the case had turned solely on the publication of the second of the two German specifications, his lordship was not prepared to say it would be wrong to direct a verdict for the defendant. At any rate, the only question which could be properly left to them would be whether in their opinion the German specification had been published in this country long enough before the plaintiff's patent to have become known here. This question really admitted of but one answer, and it could not be supposed that any jury would find that six weeks were not long enough for such a purpose. If the two German specifications had been in the English language his lordship had no doubt that the defendant would be entitled to succeed. It was familiar law that proof of the description in English of an invention in a book published in this country was fatal to the validity of a subsequent patent for the same invention. In such a case no evidence was necessary to shew that the book was in fact read or referred to. Proof that it had not been sold or circulated might, no doubt, be given, and, if such proof were given, the publication would not be fatal to the patent. The same rule was applicable to the proof of a publication (by enrolment in the Patent Office) of an earlier specification of the same invention. Although in that case there was not many copies published, but only one, still proof was never required that the specification had been actually seen by the public. In order to shew that a patentee was not the true and first inventor of his patented invention it was not necessary to shew that he learnt it from a prior publication existing in this country. It was sufficient to shew that the invention was so described in some book or document published in this country as that some English people might be fairly supposed to have known of it. *Plimpton v. Malcolmson* (3 Ch. D. 531) and *Plimpton v. Spiller* (6 Ch. D. 412) were not opposed to this view of the law, for in those cases there was evidence which satisfied the court that the one copy in this country relied on as a prior publication had not, in fact, been laid before the public, and was not known to exist. The next question was the effect, if any, of the specifications being in German and not in English. The fact that German was understood by many people in this country, and that persons who could read and translate German could easily be found by those who wanted their assistance, must be treated as common knowledge and be judicially noticed. In the present case the German specifications were in the very place where every one in search of information on the subject to which they related would expect to find them, and to which he would go for information. It might well be that some person in this country might have seen these specifications and have obtained information from them which he was entitled to use; and it would not be right to assume that there was no such person. No doubt the difference in the times during which the specifications were open to the public made a difference in the probability of knowledge being actually gained from them; but six weeks was quite long enough to enable people on the look-out for information to acquire it, especially when they were told by the lists published in the *Patents Journal* that the specifications were in the Patent Office and could be seen there. *Prima facie*, a patentee was not the first inventor of his patented invention if it was proved that before the date of his patent an intelligible description of his invention, either in English or in any other language commonly known in this country, was known to exist in this country, either in the Patent Office or in any other library to which the public were admitted, and to which persons in search of information on the subject to which the patent related would naturally go for information. But if it was proved that the foreign publication, although in a public library, was not in fact known to be there, the unknown existence of the publication in this country would not be fatal to the patent. *Corron, L.J.*, concurred. *Lords, L.J.*, thought that the existence of the German specifications in the library of the Patent Office, where they were unreservedly accessible to everyone, was in itself conclusive evidence of a prior publication. The Patent Office was open to the public, and any one of the public might have seen the specifications. Whether they were proved to have done so or not was immaterial. The patentee must be the first and true inventor. If the invention had, previously to the date of the plaintiff's patent, been communicated to the public, the patent was void. The patentee was not, then, the first and true inventor if his discovery had already been communicated to the public. He then added nothing to the stock of human knowledge; he gave nothing to the public; what he purported to give they possessed before. Could the plaintiff be said to have increased the stock of human knowledge, to have given the public any information which they did not previously possess, if at the time of filing his specification there existed, in the library of the Patent Office unreservedly open to the public,

specifications describing in identical terms the same invention? The public were then possessed of the information contained in the plaintiff's patent, it was on the shelves of their public library—a library in the Patent Office, the place of all others devoted to information relating to inventions; the place to which anyone wanting information on such subjects would resort. Why should the public be precluded from the right of using the information of which they were then in possession? His lordship thought that, directly the German specifications were deposited in the library of the Patent Office, and became unreservedly accessible to the public, there was a complete publication of the invention in this country, and it became the property of the public. In his opinion the depositing the specifications in the library of the Patent Office was itself a publication of the invention contained in them, and the invention was then dedicated to, and became the property of, the public. *Plimpton v. Spiller* (6 Ch. D. 429) was therefore very different from the present case. There the book was not accessible to the public, and could not be said to have become part of the public stock of information. His lordship could find nothing in *United Telephone Co. v. Harrison* (21 Ch. D. 731), or *Otto v. Steel* (31 Ch. D. 241) opposed to the view that these specifications were deposited in the library of the Patent Office in such a way as to become unreservedly accessible to the public, and to become part of their property. They were deposited in a place devoted to the subjects with which they dealt; they were placed within the reach of every member of the public who desired to consult them. His lordship was at a loss to understand how a patentee could be said to add anything to the common stock of public knowledge when the public, at the date of his letters patent, had in their public library, accessible to everyone, a detailed description of that for which he was seeking a monopoly. If a previous complete specification for the same invention was proved to have been enrolled in the Patent Office, that in itself, without any proof that anyone had ever seen or heard of it, was conclusive evidence of prior publication, probably on the ground that a document describing the invention had been filed in the Patent Office, a document accessible to all, and therefore the public could not be precluded from using information which they already possessed. In *Hindmarsh on Patents* (1st ed., p. 33) it was laid down that "if the public once becomes possessed of an invention by any means whatever, no subsequent patent for it can be granted, either to the true or first inventor himself or any other person, for the public cannot be deprived of the right to use the invention, and a patentee for the invention could not give any consideration to the public for the grant, the public possessing everything he could give." This, in his lordship's opinion, was a correct statement of the law. He did not attach any importance to the fact that the specifications were in the German language, and he agreed with what had been said by Lindley, L.J., on that point.—*COUNSEL, Aston, Q.C., and W. E. Boufield; ROMER, Q.C., and T. M. Goodere. SOLICITORS, Crocuders & Visard, for Owsen, Dickinson, & Simpson, Leicester; Johnston, Harrison, & Powell, for R. C. Winder, Bolton.*

**LADYWELL MINING CO. v. BROOKES—LADYWELL MINING CO  
v. HUGGONS—C. A. No. 2, 2nd April.**

**COMPANY—PROMOTER—SECRET PROFIT—LIABILITY TO ACCOUNT.**

This was an appeal from the dismissal by Stirling, J. (34 Ch. D. 398), of two actions brought by the plaintiff company to make the defendants liable for alleged misfeasances as promoters of the company. The company was formed by registration on the 8th of April, 1873, for the purpose of purchasing the lease of the Ladywell Mine from the South Salop Mining Co. Early in 1873 negotiations were opened between the chairman of the South Salop Co. and Mr. Palin, with a view to the purchase of the mine by himself and other persons associated with him; and on the 1st of February, 1873, an agreement was entered into between the South Salop Co., as vendors, and Palin, Brookes, Munday, and Waters, as purchasers, for the sale to them of the Ladywell Mine, and all the plant, machinery, and effects, for £5,000, £500 of which was to be paid down as a deposit, and the balance on or before the 1st of March, 1873. The purchasers made the purchase with the intention of re-selling the mine to a company which was to be formed. The deposit was paid immediately, and the balance of the purchase-money was paid on the 17th of March by the purchasers out of their own moneys, in the proportions in which they were interested in the purchase. On the 4th of April, 1883, an agreement was entered into between Palin, Brookes, Munday, Waters, and a Mr. Oldrey, as vendors, and F. R. Wilson, as agent for the plaintiff company, for the sale of the mine to the company for £18,000 in cash, payable to the vendors in certain proportions. The objects of the plaintiff company, as stated in the memorandum of association, were (*inter alia*) "to purchase a lease or leases of a mine called the Ladywell Mine." The articles of association contained a clause purporting to ratify, confirm, and adopt, and make binding on the company, the agreement of the 4th of April, 1873, and they also provided that the first directors of the company should be Palin, Brookes, Munday, Oldrey, and one Greame. At the first meeting of the company, on the 9th of April, 1873, the seal of the company was affixed to the preliminary agreement, and shares were allotted to Waters, Munday, Palin, and Brookes, who gave cheques for their fully paid-up shares, and received cheques for the purchase-moneys payable to them under the agreement. No express notice was given to the plaintiff company of the agreement of the 1st of February, 1873, or of the amount of the purchase-money therein mentioned. The company, in January, 1882, passed resolutions for a voluntary winding-up, and a liquidator was appointed. In August, 1883, the lessor recovered the property, in an action against the plaintiff company, which they did not defend. In October, 1884, the plaintiff company commenced the first of the present actions against Brookes

and Waters, and shortly afterwards they commenced the second action against the executors of Munday, Oldrey, and Palin, who were all then dead, claiming that the defendants (in the first action), and, as against the executors, that the estates of their testators, were liable in damages, on the ground that the defendants to the first action and the testators of the executors respectively were promoters of the company, and had procured the adoption of the agreement of the 4th of April, 1873, by a breach of trust and duty and by fraud; that the agreement might be set aside; and that the purchase-money might be returned; or, in the alternative, that the estates of the several testators might be ordered to account for the profits made by them on their sale to the company, on the ground that Palin and his associates must be treated as having purchased the property on behalf of the company for £5,000, and, therefore, were chargeable with the difference between that sum and the £18,000 for which they sold to the company; and, further, that they stood in a fiduciary position to the company, not only when they became directors after the incorporation of the company, but at the time of the original purchase, and were, therefore, liable to the company for all profits made by them in the transaction. Stirling, J., dismissed both actions, on the ground that the evidence failed to shew that the vendors to the company, when they bought the mine on the 1st of February, 1873, were promoters of, or stood in a fiduciary position to, the company, and that, even if they were promoters, the case was governed by *Re Cape Breton Co.* (39 Ch. D. 795, 33 W. R. 788, 28 SOLICITORS' JOURNAL, 344), because, by reason of the recovery of the property by the landlord, which the company had taken no steps to prevent, the rescission of the agreement had become impossible.

THE COURT OF APPEAL (COTTON, LINDLEY, and LOPES, L.J.J.) affirmed the decision. COTTON, L.J., said that in his opinion the case was entirely covered by *Re Cape Breton Co.* The company in that case, as in the present, had adopted the purchase, and, although there might have been grounds for setting it aside while the company was carrying on business as a going concern, yet, as rescission had become impossible, no relief could be given. It was said that the purchase was made in contemplation of the formation of the company, and made on their behalf by Palin and the others as agents of the company. But the contract between Palin and his associates and the owners of the mine was made some time before the formation of the company, and what took place between the company and Palin and his associates was no part of the original transaction. No doubt they contemplated the formation of a company, and the sale of the mine to the company when formed. But no part of the original purchase-money was paid out of the funds of the company; the whole £5,000 was paid by Palin and his associates out of their own moneys. Palin and his associates, in entering into the contract of February, 1873, acted on behalf of themselves alone, and did not, at that time, act in or occupy any fiduciary position whatever. They were, after their purchase was made, perfectly free to do with the mine whatever they liked. It was urged, however, that Palin and his associates were undoubtedly promoters of the company, and must be assumed to have been so at the time of entering into the contract of February, 1873. It was true that they were promoters of the company at some time or other; but it was not clear that they were promoters before the formation of the company. The *onus* was on the company to establish that, when the original contract was entered into, Palin and his associates were so acting on behalf of the intended company that, if the company should be afterwards formed, they could not either retain the mine for themselves as against the company, or sell it to the company for more than they had given for it. The evidence did not establish that Palin and his associates were so acting in the matter of the original contract as to entitle the company afterwards to say that they were acting on behalf of the company and as their agents, so as not to be able to retain the large profit made by them on a resale to the company. The contract was not in any way dependent upon the company being formed. Palin and his associates bought for themselves, and there was nothing to entitle the company to say that they bought on their behalf. LINDLEY, and LOPES, L.J.J., concurred.—COUNSEL, *Seward Brice, Q.C., and A. N. Cumming; Hemming, Q.C., Buckley, Q.C., and Grosvenor Woods.* SOLICITORS, *Jackson & Co.; J. Holmes & Son; Snell, Son, & Greenip.*

#### MUTRIE v. BINNEY—C. A. No. 2., 30th March.

CONCURRENT ACTIONS IN ENGLISH AND COLONIAL COURTS—"DOUBLE VEXATION"—STRIKING OUT COUNTER-CLAIM—R. S. C., 1883, XIX., 27; XXV., 4.

This was an appeal from a decision of North, J., the question being, whether a counter-claim by the defendants ought to be struck out, on the ground that the plaintiffs would be "doubly vexed" by reason of there having been some previous proceedings between the parties in relation to the same matters in the colony of British Honduras. The plaintiffs were M. and C.; the defendants were B. and N. The plaintiffs and the defendant B. carried on business in partnership as merchants in Honduras, under the firm of G. & Co., from the 1st of February, 1879, to the 31st of January, 1884, when the partnership came to an end. During the same period, the defendants, who carried on business in London, also under the firm of G. & Co., acted as general agents in England for the Honduras firm of G. & Co. After the expiration of the Honduras partnership the defendant B. commenced a suit in the Supreme Court of British Honduras for an account of the partnership transactions of that firm, and on the 28th of April, 1885, a decree was made for that purpose. The taking of the accounts in that suit was not yet completed. The writ in the present action was issued on the 15th of September last, and by their statement of claim, delivered on the 25th of November, the plaintiffs claimed an account of all moneys received and paid by the defendants as agents of the late Honduras firm; an inquiry how much of the amount found due from the defendants on such account belonged to the plaintiffs respectively,

and payment to the plaintiffs respectively accordingly; with other consequential relief. The defendants delivered a defence and counter-claim, and by the latter they claimed an account of all the partnership dealings between the plaintiffs and the defendant B., and of the partnership property; inquiries and accounts; and that a receiver should be appointed and an injunction granted. In the counter-claim the defendants stated that the successor to the Chief Justice, who originally heard the suit in Honduras, was, prior to his appointment, engaged as counsel and solicitor in the suit, and was the only Judge in the colony; that the clerk of courts, by whom the accounts directed by the Privy Council would have to be taken, was also formerly engaged as solicitor in the suit; and that it was impracticable to appoint in the colony a suitable person as receiver of the partnership assets, and to get in the partnership outstanding. The plaintiffs applied to have this counter-claim struck out, and North, J., ordered it to be struck out. He was of opinion that, *prima facie*, the two actions were vexatious, and ought not to be allowed to go, and that the defendants were bound to shew that some substantial benefit would result to them from the counter-claim. This, he thought, they had not done. On the appeal it was argued for the defendants that the *onus* was on the party who sought to put a stop to an action to shew why it should not be allowed to go on, and that, at any rate, the counter-claim should not be struck out altogether. The defendant N., who was not a party to the Honduras suit, offered to undertake to be bound by the proceedings in it to the same extent as the defendant B.

THE COURT OF APPEAL (COTTON and LINDLEY, L.J.J.) reversed the decision. COTTON, L.J., said that the agreement between the Honduras firm and the English firm was a peculiar one, and he did not see how it was possible that the accounts should be finally taken between the two firms until the accounts of the Honduras partnership had been taken. North, J., had not merely stayed the proceedings on the counter-claim, but he had struck it out altogether, and he had not done so in the exercise of any discretion with regard to convenience. If this action had not been commenced by the Honduras partners his lordship should undoubtedly have thought it vexatious for the defendant B. to ask for the taking of accounts, for the taking of which he had already obtained an order in Honduras. But under the circumstances it would be wrong to strike out the counter-claim altogether, and thus prevent the defendant B. from asking for the proper judgment at the trial of this action. Of course he would not be allowed to re-open any matter which had been already decided by a competent court. Upon the defendant giving the undertaking which he had offered, the order of North, J., would be discharged, without prejudice to any application when the proceedings in the Court of Honduras were finally determined. LINDLEY, L.J., said that it did not follow that because the defendants had asked for an account of partnership dealings they would get it, or would get it in an unqualified form. If North, J., had merely exercised a discretion this court would have been unwilling to interfere; but he had proceeded on the principle that the counter-claim was altogether wrong—that it was vexatious and oppressive. The claim of the plaintiffs in this action was not merely to get in an asset of the Honduras firm in this country; it went much further. They sought to get in that asset, and to have it distributed among the partners in that firm. How could an asset of a firm be distributed without taking the accounts of that firm? It did not, however, follow that the accounts would have to be taken over again. The accounts taken in Honduras might be adopted. But, in some shape or other, the accounts of the Honduras firm must be taken.—COUNSEL, *Sir H. Davey, Q.C., and Herbert Cowell; Cosens-Hardy, Q.C., and John Cutler.* SOLICITORS, *Parker, Garrett, & Parker; Rooks & Sons.*

#### Re AINSLIE'S TRADE-MARK—Chitty, J., 30th March.

TRADE-MARK—RECTIFICATION OF REGISTER—PERSONS ENTITLED TO APPLY FOR RECTIFICATION—PATENTS, &c., ACT, 1883, s. 90—"PERSONS AGGRIEVED."

In this case a motion was made to rectify the register of trade-marks by striking out the mark Ben Ledi as a mark for Scotch whisky. The respondents, a firm of Scotch whisky sellers and the registered owners of the mark, alleged that they had entered into an agreement with the applicants to employ them as sole agents in England for Scotch whisky, and that the applicants should sell no other Scotch whisky in England except that which they obtained from the respondents; and the respondents, whilst admitting that the mark was not capable of registration within section 64 of the Patents, &c., Act, 1883 (*Re Van Duser's Trade-Mark*, 35 W. R. 294), submitted that the applicants could not move as "persons aggrieved" under section 90 of the Act, seeing that they were bound by their contract. It appeared that the respondents had instituted injunction proceedings against the applicants.

CHITTY, J., said that he failed to perceive how the alleged contract displaced the right of the applicants to dismember the register of that which was no mark at all. In the injunction proceedings the respondents would have two grounds on which to base their case—namely, the registration of their trade-mark and the existence of the contract. By removing the trade-mark from the register he should not be affecting the respondents' rights under the contract. He was bound to say that the respondents had no trade-mark, seeing that the question on that point was not one of equitable right, but of right conferred by statute. The respondents must pay the costs of the motion for rectification.—COUNSEL, *Romer, Q.C., and Waggett; Whitehorn, Q.C., and McClymont.* SOLICITORS, *J. F. & C. Inneson; Neish & Howell.*

Re YORK (deceased), ATKINSON v. POWELL—Stirling, J., 3rd April. ADMINISTRATION—INSOLVENT ESTATE—TRANSFER TO THE BANKRUPTCY COURT—BANKRUPTCY ACT, 1883, s. 125, SUB-SECTION 4.

In this case the question arose as to the circumstances under which the



administration of an insolvent estate will be transferred to the Bankruptcy Court under the above sub-section. The usual administration judgment had been made on the 14th of October, 1886. Advertisements for creditors had been issued, and 137 claims sent in, which had not yet been adjudicated upon. A large number of the creditors lived in or near Newmarket. The present application was made by certain bankers, who claimed to be creditors for a large amount on the balance of their account, but whose claim had not yet been proved, for a transfer of the administration to the proper bankruptcy court—in this case the county court of Cambridge. The application was opposed by the defendant, who was administratrix, and who claimed a right of retainer for £1,109. It was contended on behalf of the defendant that there was no jurisdiction to make such an order after an administration judgment, and that if there were, the jurisdiction was discretionary, and should not be exercised in this case. The application was made too late, and furthermore, if this transfer were made, the defendant might lose her right of retainer.

STIRLING, J., held that he had jurisdiction to make the order. That jurisdiction was discretionary, and in exercising its discretion the court would chiefly consider the questions of convenience, delay, and expense. As regarded convenience and delay, there was a preponderance in favour of the county court. As regarded expense, he had ascertained that it was the practice of the Bankruptcy Court to take up the proceedings at the point at which they were left by the High Court. No expense would therefore be thrown away. The question of the defendant's right of retainer would have to be considered by the judge in bankruptcy, and could not be allowed to stand in the way of a transfer. The defendant would get her costs, charges, and expenses under section 125, sub-section 7, of the Act. The order was one which ought to be made. Having regard, however, to the fact that the claim of the applicants had not yet been proved, his lordship directed the motion to stand over until their claim had been verified in the ordinary way.—COUNSEL, *Hastings, Q.C.*, and *F. H. Oll*; *Pearson, Q.C.*, and *Vernon E. Smith*. SOLICITORS, *Aldridge, Thorne, & Morris*, for Penn, *D'Alton*, & *Ellis*, Newmarket; *Gibbs & White*.

#### Re COOKE'S ESTATE—Stirling, J., 5th and 6th April.

DOMICILE—ENGLISH INFANT MARRIED TO A FRENCHMAN—NOTARIAL CONTRACT—VALIDITY DETERMINED BY "LEX DOMICILII," NOT "LEX LOCI CONTRACTUS."

In this case the question arose as to whether the validity of a marriage contract made prior to the marriage of a domiciled Englishwoman with a domiciled Frenchman was to be determined by the law of England or the law of France. In 1839 Charlotte Sarah Nicholson, then an infant and a domiciled Englishwoman, married the Viscount D'Argeaud, a domiciled Frenchman, at Boulogne. Prior to the marriage a notarial contract was executed in French form, by which it was agreed that there should be separation of estates between the intended husband and wife. The Viscountess D'Argeaud had three children by her husband, two of whom are now living. In 1845 she separated from her husband and went to live in Jersey. In 1853, believing the Viscount to be dead, she married William Briggs, and lived with him in New South Wales until her death in 1879. The Viscount D'Argeaud did not, in fact, die till 1877. By her will, made in 1878, the Viscountess D'Argeaud devised and bequeathed all her real and personal estate to William Briggs. Her property consisted of a moiety of the residuary estate of William Cooke, who died in 1846. The fund representing this moiety had been paid into court by the trustees, and the income had been accumulated, no part of it having ever been paid to the Viscountess D'Argeaud. William Briggs now presented a petition for the payment of the whole of the fund to him. Two questions were raised—(1) whether Viscountess D'Argeaud ever lost the French domicile which she acquired upon her marriage; and (2) whether the notarial contract was binding upon her. If either of those questions were answered in the affirmative it was admitted that the children of the Viscountess D'Argeaud by Viscount D'Argeaud were entitled to share in the fund. It was further admitted that if the validity of the notarial contract was to be determined according to the law of France, it was binding upon the lady. It was argued on behalf of the petitioner with regard to the second point, that the validity of the notarial contract was to be determined according to the law of the domicile and not according to the law of the country in which the contract was made, and for this *Sottomayor v. De Barros* (36 W. R. 455, 3 P. D. 1) was cited. Miss Nicholson, therefore, having been a domiciled Englishwoman when she entered into the contract, and not having acquired a French domicile until her marriage actually took place, the law of England governed, and, as she was an infant at the time and had never confirmed the contract or received any benefit under it, it was not binding upon her.

STIRLING, J., held that the Viscountess D'Argeaud, by continuing to reside in New South Wales after her death of the Viscount, had acquired a domicile of choice there, but that even if she had not, she had at any rate shewn an intention to abandon her French domicile, and according to *Umay v. Umay* (1 Sc. App. 441) her domicile of origin had become restored. With regard to the second point, his lordship held that the proposition laid down by the Court of Appeal in *Sottomayor v. De Barros*, that "it is a well recognised principle of law that the question of personal capacity to enter into any contract is to be decided by the law of the domicile," was binding upon him, however it might have been criticised. He accordingly held that the validity of the notarial contract was to be determined according to English law; that it was consequently not binding upon the Viscountess, and that the petitioner was entitled to the whole fund.—COUNSEL, *Hastings, Q.C.*, and *MacSwiney*; *Buckley, Q.C.*, and *Monahan*; *Bailey*. SOLICITORS, *T. R. Apps*; *Dominthorne & Roper*; *Bailey, Shaw, & Gillett*.

#### CUTLER v. NORTH LONDON RAILWAY CO.—Q. B. Div., 1st April CARRIERS—SPECIAL CONTRACT—REASONABLENESS.

In this case the plaintiff, the holder of a season ticket between Broad-street and Kew, saw his portmanteau labelled at Broad-street for Kew, and entered the train, by which he travelled to Camden Town. There he got out and proceeded by a later train to Kew. On his arrival there the portmanteau was not to be found. At the time of taking his season ticket he had signed a statement by which he bound himself to abide by and submit to all the regulations of the defendant company. One of these regulations was to this effect:—"In order to prevent delay and inconvenience on the re-delivery of luggage at the end of a journey, passengers are requested to place on each article their name and address, and notice is hereby given that the company will not be responsible unless fully and properly addressed with the name and destination of the owner." An action was brought by the plaintiff to recover damages in respect of his loss, and the learned Recorder of London consulted him.

THE COURT (HAWKINS and A. L. SMITH, JJ.) held that the nonsuit was wrong. HAWKINS, J., said that, whether the railway company were liable as common carriers or not during the transit between Camden Town and Kew after the plaintiff had left the train, there was evidence of negligence to go to the jury which they were bound to rebut. With regard to the special contract, his lordship was of opinion that, inasmuch as the effect of the regulation in question would be to protect the company from all liability whatever as regards passengers' luggage when not labelled, the stipulation was not enforceable by the company in view of the provisions of the Railway and Canal Traffic Act, 1854, s. 7. A. L. SMITH, J., was of the same opinion.—COUNSEL, *Givry*; *Candy, Q.C.* SOLICITORS, *Battams*; *Paine, Son, & Pollock*.

#### HATCHARD v. MEGE—Q. B. Div., 1st April.

SLANDER OF TITLE—TRADE-MARK—RIGHT OF EXECUTOR TO SUE.

This was an action against the defendants for having published a libel on the plaintiff in his business as a wine merchant. The plaintiff had been in the habit of selling champagne under his registered trade-mark of "Delmonico Champagne," and the defendants published a statement to the effect that they alone were entitled to the use of that name; that they would take proceedings against anyone selling Delmonico champagne, and that the plaintiff's wine was not genuine. After action brought the plaintiff died, and the plaintiff's executrix obtained an order to continue the proceedings. At the trial Lord Coleridge, C.J., directed a nonsuit, on the ground that no right of action survived to the executrix. On a motion to set the nonsuit aside,

THE COURT (DAY and WILKS, JJ.) held that the statement of claim shewed a cause of action in the nature of a slander of title, which did survive to the executrix. DAY, J., said that, though no doubt the executrix could have no claim against the defendants for their allegations against the personal character of the testator in his business as a wine merchant, the statement that the testator had no right to use the trade-mark stood on a different footing. The action was in the nature of an action for slander of title, and was therefore different from an action for libel. In the former action it was necessary to prove malice and special damage; and the plaintiff could do that by showing that the statement was intended to injure, and had injured, the sale of the champagnes sold under the registered trade-mark. WILKS, J., concurred, and said that there could be no doubt that trade-marks were as much property as anything else, and that the imputation on the plaintiff's right to use their registered trade-mark was a direct injury to that property.—COUNSEL, *Morton Daniel and Cole*; *Kemp, Q.C.*, and *Bullen*. SOLICITORS, *Blair & McCall*; *J. Anderson Ross*.

#### BANKRUPTCY CASES.

Ex parte GODFREY, Re LAZARUS, C. A. No. 1, 25th March.

BANKRUPTCY—COMPOSITION—POWER OF COURT TO ENFORCE PROVISIONS—BANKRUPTCY ACT, 1883, ss. 18, 23—BANKRUPTCY RULES, 1886, r. 211.

The question in this case was whether the Court of Bankruptcy has the same power to enforce the provisions of a composition entered into under section 23 of the Bankruptcy Act, 1883, as it has to enforce the provisions of a composition entered into under section 18. Section 18 enables the creditors of a debtor against whom a receiving order has been made (before any adjudication of bankruptcy) to resolve to accept a composition, which is not to be binding on the creditors unless the resolution accepting it is confirmed at a second meeting, and is approved by the court. Sub-section 8 provides that "a composition accepted and approved in pursuance of this section shall be binding on all the creditors so far as relates to any debts due to them from the debtor and provable in bankruptcy." By sub-section 10, "the provisions of a composition under this section may be enforced by the court on the application of any person interested, and any disobedience to an order of the court made on the application shall be deemed a contempt of court." Sub-section 11 provides that "if default is made in payment of any instalment due in pursuance of the composition . . . the court may, if it thinks fit, on application by any creditor, adjudge the debtor bankrupt and annul the composition." Section 23 provides, by sub-section 1, that, "when a debtor is adjudged bankrupt, the creditors may, if they think fit, at any time after the adjudication, by special resolution, resolve to entertain a proposal for a composition in satisfaction of the debts due to them under the bankruptcy, or for a scheme of arrangement of the bankrupt's affairs; and thereupon the same proceedings shall be taken and the same consequences shall ensue as in

the case of a composition or scheme accepted before adjudication." By sub-section 2, "if the court approves the composition or scheme, it may make an order annulling the bankruptcy." And by sub-section 3, "if default is made in payment of any instalment due in pursuance of the composition or scheme . . . the court may, if it thinks fit, on application by any person interested, adjudge the debtor bankrupt and annul the composition or scheme." Rule 211 of the Bankruptcy Rules, 1886, provides that, "where a composition or scheme is sanctioned, and default is made in any payment thereunder, either by the debtor or the trustee (if any), no action to enforce such payment shall lie, but the remedy of any person aggrieved shall be by application to the court." In the present case the debtor had been adjudicated a bankrupt, and the creditors afterwards, under section 23, resolved to accept a composition. The resolution was duly confirmed, and was approved by the court, and an order was made annulling the adjudication. The debtor made default in paying the composition to one of the creditors, and the creditor applied to the court for an order that the debtor should pay him the amount due within fourteen days. Mr. Registrar Hazlitt refused the application. He was of opinion that the power given by sub-section 10 of section 18 to enforce the provisions of a composition applied only to a composition under that section, and that it is not imported by the latter part of sub-section 1 of section 23 into that section, and that the only power when default is made in the payment of a composition under section 23 is that which is expressly given by sub-section 3—viz., to adjudicate the debtor a bankrupt. On the appeal it was argued on behalf of the creditor that the making of an order under sub-section 10 of section 18 to enforce a composition under that section was one of the "consequences" which ensued from the composition, and that therefore the power given by sub-section 10 was, by sub-section 1 of section 23, imported into that section so as to enable the court in the same way to enforce a composition under section 23. And it was said that the reason for expressly repeating in sub-section 3 the power to adjudicate the debtor a bankrupt in case of default was this, that the debtor, in the case of a composition under section 23, having been already adjudicated a bankrupt, and the bankruptcy having been annulled, it might otherwise have been thought that the power of adjudication in case of default which is given by sub-section 11 of section 18 was not imported into section 23 by the general words of sub-section 1. On behalf of the debtor it was urged that the "consequences" referred to in sub-section 1 of section 23 meant only the necessary consequences of a composition under section 18, such as the binding of all the creditors by a composition duly accepted and approved, and did not include the powers given to the court and the liabilities imposed on the debtor by section 18 in case of default. And it was said that the express repetition in section 23 of the power to adjudicate the debtor a bankrupt, while the power to enforce the provisions of the composition was not repeated, shewed that the former power only was intended to be conferred in case of default in the payment of a composition under section 23.

THE COURT OF APPEAL (Lord Esher, M.R., and Bowen and Fry, L.JJ.) reversed the decision of the registrar, holding that the power to enforce the payment of the composition existed under section 23 just as under section 18. They were of opinion that the making of an order to enforce the payment of a composition is one of the "consequences" ensuing from a composition under section 18, which is, by sub-section 1 of section 23, imported into a composition under that section, and that the power to adjudicate the debtor a bankrupt in case of default is expressly repeated in sub-section 3 for the reason suggested by the appellant's counsel—viz., to exclude the notion that an adjudication could not be made after the original adjudication had been annulled. The power to adjudicate was, under section 23, as under section 18, an alternative, not an exclusive, power. The case was remitted to the registrar to be heard on its merits.—COUNSELL, Winslow, Q.C., and Herbert Reed; Cooper Willis, Q.C. SOLICITORS, H. E. Robertson; Nordon & Lazarus.

*Ex parte GREFF, Re GREFF—C.A. No. 2, 6th April.*

BANKRUPTCY APPEAL—SECURITY FOR COSTS—POWER OF COURT TO DISPENSE WITH SECURITY—APPEAL BY BANKRUPT—BANKRUPTCY RULES, 1886, r. 131.

This was an application by a bankrupt asking the court, under rule 131 of the Bankruptcy Rules, 1886, to dispense with security upon an appeal which he had presented against the refusal of Mr. Registrar Brougham to annul the adjudication of bankruptcy until the bankrupt had paid the costs of the trustee in the bankruptcy. Rule 131 provides that an appellant shall, at or before entering his appeal, deposit £20 as security for costs, "provided that the Court of Appeal may in any special case increase or diminish the amount of such security or dispense therewith." The only ground alleged for dispensing with security was that the bankrupt had not the means of making the deposit, and that he had no friends willing to help him.

THE COURT OF APPEAL (COTTON, LINDLEY, and LOPEZ, L.JJ.) refused the application. COTTON, L.J., said that to grant the application would practically be to repeal the rule, for every bankrupt who wished to appeal from an order would be able to say that he had no money. There were no special circumstances. LINDLEY, L.J., concurred. The court, if it granted the application, would be varying the rule by adding to it a proviso that "wherever a bankrupt appeals no security shall be required." LOPEZ, L.J., was of opinion that mere inability to find the money for the deposit was not a sufficient reason for dispensing with it.—COUNSELL, F. Stroud. SOLICITORS, H. Kimber, Elliott & Co.

#### CASES AFFECTING SOLICITORS.

*Re APPLEBY—Croydon County Court, Judge Lushington, 5th April.*

UNQUALIFIED PRACTITIONERS.

It will be remembered that in this case (*ante*, p. 349) a statement was

made at the sitting of the court on the 16th ult. by Mr. J. Appleby who said that that morning he had four or five cases put into his hands on behalf of poor persons who were unable to pay a solicitor's fees, but on appearing before the registrar he had refused to hear him, and had stated that agents could not be permitted to conduct cases. The registrar said his opinion was, and he had been confirmed by the Treasury, that it was illegal and improper for persons not duly qualified to appear in the county courts "for fee or reward." He had communicated with Mr. Nicol, and he had the authority of the Treasury for refusing to hear unqualified persons. Section 10 of the County Courts Act, 1856, provided that those who might be heard were persons duly qualified to appear, and that persons defending should be duly authorized, and the view Mr. Nicol took was that a person was not duly authorized who was acting in contravention of an Act of Parliament. His Honour said he would give his decision on the next court day.

THE JUDGE now said: The question for decision is whether, in the exercise of my judicial discretion, I ought to allow paid agents, not being solicitors, to appear in any case for absent parties, address the court, or give any evidence for them. In ordinary contentious business paid agents have not been allowed to appear, but in undefended cases and judgment summonses they have been tacitly permitted to appear for an absent plaintiff or an absent defendant, and give evidence of means or discuss terms of payment, or both. I think one or two cases of misconduct on the part of agents have recently come to light. But quite recently in an undefended case which was being heard before the registrar, Mr. Fox refused to hear Mr. Appleby, a paid agent, who came to appear for the absent defendant. He founded his refusal not at all upon any objection to Mr. Appleby's conduct or character, but on purely legal grounds. On Mr. Appleby protesting against his exclusion, the registrar referred the matter to me for my decision in court. The question concerns the order of the court, and its due and effective administration of justice. It concerns the solicitors who practise here, and some of the poorer suitors, as well as the class—I suppose I must call them—of paid agents who thus seek their livelihood. It is quite contrary to the general tradition of English law to allow miscellaneous persons to take part in the proceedings of courts of justice. Parties may appear and be heard in person; but otherwise only professional persons are allowed to appear, and as it is called practise, in the courts. These are either barristers who are subject to a special authority, or solicitors, who are officers of the court in which they act, and certainly officers of the Supreme Court, and responsible to it. The public policy of such exclusive arrangements is to uphold the order of every court, to secure a due learning and good conduct in those who take part in its proceedings, and to protect ignorant suitors from fraud or imposition for worthless services. This, of course, does not mean that all unqualified agents are, as individuals, untrustworthy, or that their services are worthless. But as to the general policy and purpose of the Legislature, the Solicitors Acts and the Stamp Act leave no doubt whatever. Thus, the Solicitors Acts of 1843 and 1846 provide, in effect, that any person not a solicitor, who shall commence or defend any action or sue out any process in the county court, shall not only be incapable to recover any fee or reward by action, but shall be punishable as for a contempt of court, and shall also be liable to a penalty of £50. So the Stamp Act of 1870 enacts that every person who, not holding a solicitor's certificate, directly and indirectly acts as a solicitor in any court, shall forfeit the sum of £50. Paid agents, then, not being solicitors, but acting as such in any of the ways named, are under the ban of the law. So the County Courts Act speak generally of the party or his attorney. In the case of undefended or admitted cases taken before the registrar, the expression used is: "some person duly authorized by the defendant to appear for him" (Act of 1867, s. 16, 17). The latest general enactment bearing on the subject is the County Courts Act, 1882, s. 2: "No person other than a solicitor of the Supreme Court shall be entitled to have or recover any fee or reward for appearing or acting on behalf of any other party in any proceeding in a county court." I now come to the special provision contained in the 10th section of the Act of 1852. It is in these words: "It shall be lawful for the party to the suit or other proceeding, or for an attorney in one of her Majesty's superior courts of record, being an attorney acting generally in the action for such party, but not an attorney retained as an advocate by such first-mentioned attorney, or for a barrister retained by or on behalf of the party, on either side, but without any right of exclusive or pre-audience, or, by leave of the judge, for any other person allowed by the judge to appear instead of the party, to address the court, but subject to such regulations as the judge may from time to time prescribe for the orderly transaction of the business of the court." It appears to me that this provision for regulations looks to regulations that may apply not to one class but to all classes of persons, privileged or unprivileged, having audience in the court; rules, in fact, to regulate the general right of audience—for instance, as to the right of reply. However this may be it is only by leave of the judge that other persons, unprivileged persons, may be allowed to appear instead of the party and to address the court. In other words, such leave is to be regarded as a special indulgence in the circumstances of the case, and the judge is to exercise his legal, his judicial discretion. Now it is, I believe, the practice of all county courts to allow the wife of the plaintiff or the defendant, or any member of his family, or a friendly neighbour to appear for him, also to allow shopmen, clerks, and servants to appear for their employers. Such persons are not supposed, nor do they pretend, to render any legal assistance, but they serve the convenience of the suitors, and they are removed from temptation to corrupt or improper dealings in connection with the court proceedings. It appears to me that these are the other persons intended, and that the purpose of the enactment is amply satisfied by giving them permission to appear for absent parties. It also appears to me upon consideration—I say this for myself only—that



though I have the power, I ought not to extend such permission to persons who, as they stand there before me, are, if not under the special ban of the law, at least under its marked discouragement. I can draw no distinction between the ordinary contentious business and undefended cases and judgment summonses. I therefore feel it my duty not to allow in future paid agents to appear or address the court, or give evidence for absent parties.

Counsel for the Incorporated Law Society, Mr. F. W. HOLLAND.

#### SOLICITOR STRUCK OFF THE ROLLS.

6th April.—WILLIAM STEPHEN FRANCE (Wigan).

### LAW SOCIETIES.

#### INCORPORATED LAW SOCIETY.

The following circulars have been issued to all the members of the society:—

##### "SPECIAL MEETING IN JUNE, 1887.

"I beg to inform you that in pursuance of a resolution passed at the meeting held in York in October last, it has been decided to hold, in London, on the 7th and 8th of June next, the meeting usually held in the provinces annually in October. The proceedings will be as follows:—

"Tuesday, the 7th June.—The president of the Incorporated Law Society will take the chair at 11 o'clock, and the vice-president will deliver the address which, if the meeting had not been anticipated, he would have delivered in October. This will be followed by the reading of papers contributed by members of the society. The meeting will adjourn from 1.30 to 2.30 for luncheon, and close at 4.30.

"Wednesday, the 8th June.—The meeting will be resumed at 11 a.m., when the reading of papers and discussions thereon will be continued. The meeting will adjourn from 1.30 to 2.30 for luncheon, and close at 4.30.

"If you propose to read a paper, I shall be obliged if you will inform me the title and purport of it by the 2nd of May. The paper itself should be placed in my hands on or before the 16th of May, in order that it may be printed for circulation at the earliest possible moment after the close of the proceedings.

"Subject to the control of the president of the Incorporated Law Society, each member attending the meeting will be at liberty to speak, and to vote upon any matter under discussion; but all resolutions expressive of the sentiments of the meeting will be framed in the form of recommendations or requests to the council to take the subjects of such resolutions into their consideration.

"The preparation for the reception of the country members of the Incorporated Law Society will necessitate the occupation of the Law Society's Hall for this purpose. The meeting will, therefore, be held at the Freemasons' Tavern, Great Queen-street, W.C."

##### "SPECIAL GENERAL MEETING IN APRIL.

"In pursuance of the resolution passed at the adjourned annual general meeting held on the 15th of July, 1881, to the effect that meetings of the society should be held in January and April, I am directed to inform you that a special general meeting of the members of the society will be held in the hall of the society on Friday, the 29th inst., at two o'clock precisely, to consider the subjects hereinafter mentioned, and of which notice has been duly given:

"Mr. Samuel Day will move the confirmation (in pursuance of the Club Rules No. 41) of the following regulation passed at the special general meeting of the society held on the 28th of January, 1887:—'That the following be added to the existing rules of the Law Society Club:—The committee, notwithstanding anything to the contrary in these rules, shall have power, subject to the approbation of a majority of the members voting at a general meeting specially called for the purpose, to elect as honorary member any person not being a member of the Incorporated Law Society, but that the number of such honorary members shall not at any time exceed twenty, and that such election shall be for a period not exceeding two years, with power of re-election.'

"Mr. Charles Ford will move:—

"(1) This meeting, whilst recognising the good intentions of the council in the small grants recently made to Liverpool and Newcastle-on-Tyne for educational purposes, is of opinion that these and similar grants should be larger in amount, and should be made without the conditions hitherto imposed by the council."

"(2) That the interests of solicitors and the public require that many public legal appointments, from which solicitors are at present excluded, should be thrown open to them."

"(3) That the present practice of striking the names of solicitors off the rolls involves the society in much unnecessary expense, and it is detrimental to the reputation of the profession; and the council are instructed to seek legislative sanction for leaving it optional to the society to make such applications by summons in judges' chambers, with right of appeal."

"(4) That the interests of the society require that at least one of the appointed annual general meetings should be held in the evening."

"Mr. Melville Green will move:—

"That a committee be appointed to consider and report on the arrangements of the October meetings, and particularly as to choice of subjects; selection of readers and speakers, limiting length of speeches, and giving

right of reply; time of distributing prints of the papers; previous publication of the programme of meeting; admission to the debates of solicitors not yet members; and all other points likely to increase the interest and beneficial influence of these meetings."

"Mr. R. S. Fraser will call attention to the paper read by Mr. F. K. Muntion at the provincial meeting of the society held at Hull in October, 1885, dealing with the unsatisfactory manner in which the work of sheriffs' officers is performed, and to the resolutions passed thereon at such meeting, and will move:—

"(1) That in the opinion of this society the supervision exercised by under-sheriffs over the officers appointed by them is inadequate for the protection of the interests of either creditor or debtor, and admits of grave abuse."

"(2) That the duties of sheriffs' officers should be entrusted to men only of proved integrity, and that no person should hold the appointment who has not been previously approved by the High Court."

"(3) That to secure efficiency in the carrying out of the duties imposed on sheriffs' officers, such officers should be subject to the superintendence of a resident inspector in each town or district."

"(4) That the remuneration of inspectors and sheriffs' officers should be by salary only."

"(5) That all auctioneers engaged in sheriffs' sales should be appointed by the inspector of the district."

"(6) That all writs of execution should be available throughout England, and be acted on without supplementary warrant."

"(7) That writs of execution should be marked with the day and hour of issuing, and take priority accordingly."

"(8) That the fees and charges on executions should be altogether revised, and should be fixed by a scale to be approved by the Lord Chancellor; and a note thereof should be handed to the execution debtor on the occasion of every levy."

"(9) That the sheriffs' fees and charges in each case should be taxed by the inspector, subject to appeal."

"(10) That the levying of executions, now entrusted to the high bailiffs of county courts, should be transferred to the office of the inspector of the town or district in each case."

"(11) That gentlemen now filling the office of under-sheriff should have the right of electing to serve the office of inspector in any one town or district forming part of the county for which they now act as under-sheriff, and that due compensation should be made to them for being compulsorily deprived of the emoluments now arising from their office for the rest of county."

"(12) That a copy of these resolutions should be forwarded to the Lord Chancellor, the Attorney-General, and the Rule Committee of her Majesty's judges."

##### "CHANCERY DIVISION.

Mr. F. K. Muntion will move:—

"That, in the opinion of this meeting, the appointment of a sixth judge in the Chancery Division is not only imperatively needed, but that the hearing of all chancery causes (with special exceptions) should cease to be associated with any particular judge, and be taken in their order (as set down) by two or more courts constantly sitting for trials only."

#### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 13th inst. Mr. Henry Roscoe in the chair. The other directors present were Messrs. W. Beriah Brook, G. Burrow Gregory, Samuel Harris (Leicester), Edwin Hodger, J. Anderson Rose, Sidney Smith, H. S. Styan, F. T. Veley (Chelmsford), F. T. Woolbert, and J. T. Scott, secretary. A sum of £450 was distributed in grants of relief, three new members were admitted to the association, and other general business was transacted.

#### LAW ASSOCIATION.

At a meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 7th inst.—the following being present:—Mr. Boodle, chairman, and Messrs. Bolton, Clabon, Colliwell, Dearborough, jun., Dod, Finch, Hodger, Hine-Haycock, Lucas, Nisbet, Sidney Smith, Styan, and Walmisley—the chairman announced the death of the secretary, Mr. Alfred Benjamin Carpenter, and thereupon the appointment was offered to Mr. Arthur Carpenter, who accepted the same, and he was appointed secretary accordingly, and the ordinary general business was transacted.

#### HALIFAX INCORPORATED LAW SOCIETY.

The annual general meeting of this society was held on Wednesday evening, the 30th ult., when the following officers for the ensuing year were elected:—President, E. M. Wavell, Esq., J.P.; Governors, Messrs. M. H. Rankin, J. R. Ingram, and F. Walker; Vice-Presidents, Messrs. K. Walton (the Town Clerk), T. England, and W. Barstow, J.P.; Hon. Treasurer, Mr. J. E. Hull; Hon. Secretary, Mr. J. F. Hirst; Committee, Messrs. E. M. Wavell, jun., G. Rhodes, J. R. Roberts, E. Booth, L. H. Longbottom, W. H. Land, and H. A. Highley.

It was decided to form a law library in connection with the society, and an appeal for subscriptions for this object met with a favourable response from the members present.

The following are extracts from the report of the committee.

*Incorporation of the Society.*—The memorandum of association, as ap-

proved at the last general meeting, has been printed, and the society formed into a limited liability company.

**Abolition of Certificate Duty.**—The committee have given their support to petitions for abolition of duty on certificates, and signified their approval of the Bills now before Parliament for this object.

**Library.**—Although the room taken by the society is in every way adapted for the formation of a good library, and has been fitted up with a view to being used for this object, the committee have been unable to make satisfactory progress in this matter beyond the taking in of the law reports and law journals for the past year, and the purchase of a few good text-books. The committee hoped to be able to induce the corporation to allow the law reports belonging to them to be removed to the society's rooms, on loan; but the Finance Committee of the corporation could not see their way to accede to the request, having communicated with several towns, and not being able to find a precedent. The committee desire to express their obligations to those members of the society who have so kindly lent various sets of the older reports. The committee have continual complaints by members of the society as to the small amount of work the society has done; and although they have given careful consideration to all matters brought under their notice, they are strongly of opinion the society can never be a success unless a first-class library is established, and then some annual benefit will thus accrue to every member of the profession which will make it really worth his while to become a member. The committee have been hampered throughout by a lack of funds, as, beyond one or two offers, there has been no response to their applications for subscriptions for this purpose. There is not a complete set of reports in the town, and the want is strongly felt by the profession, as also of many expensive standard text-books. The committee recommend the issuing of debenture stock for the formation of a library more commensurate with the requirements of the profession—a course which they are given to understand has been very successful in other towns. They have carefully selected a list of books, consisting of complete sets of reports, statutes, and standard text-books, and got in a considerable number of tenders for the same, and find, in order to place an efficient library on a satisfactory basis, they will require a sum of £350 or £400. They consider there ought to be little or no difficulty in raising this sum on four per cent. debentures amongst the members of the profession, as there will be a thoroughly good security, which will be increased yearly by the addition of new books bought from the proceeds of the annual subscriptions. There are about 60 members of the profession in the town, of whom about 40 intimated their willingness to become members of the society, and this would produce an annual revenue of £70, which, after payment of rent and debenture interest, would leave a sum of £28 for the purchase of books and expenses of the society.

## LEGAL NEWS.

### APPOINTMENTS.

MR. WILLIAM GATER, solicitor (of the firm of Nodder & Gater), of Salisbury, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. JOHN COKE FOWLER, stipendiary magistrate at Swansea, has been elected First Vice-Chairman of the Glamorganshire Quarter Sessions. Mr. Fowler is the second son of Mr. William Tancred Fowler, of Derby, and was born in 1815. He was educated at Rugby and at Pembroke College, Oxford, where he graduated third class in Classics in 1837, and he was called to the bar at the Inner Temple in Hilary Term, 1840. He was stipendiary magistrate at Merthyr Tydfil from 1853 till 1876, when he was appointed stipendiary magistrate at Swansea.

HIS HONOUR JUDGE GWILYM WILLIAMS has been elected Second Vice-Chairman of the Glamorganshire Quarter Sessions.

MR. WILLIAM DOBINSON (of the firm of Dobinson & Watson), of Carlisle, has been appointed Treasurer for the County of Cumberland, to act jointly with his father, Mr. Henry Dobinson. Mr. W. Dobinson was admitted a solicitor in 1884.

MR. EDWARD MARCHANT CHALLENGER, solicitor, of Abingdon, has been appointed Clerk to the Abingdon Highway Board, in succession to the late Mr. Alfred Durling Bartlett. Mr. Challenger was admitted a solicitor in 1880.

MR. EDWARD CRESSWELL PEELE, solicitor (of the firm of Peele & Peele), of Shrewsbury, has been appointed by the High Sheriff of Shropshire (Sir Offley Wakeman) to be Under-Sheriff of that county for the ensuing year. Mr. Peele is town clerk of Shrewsbury, and clerk to the county magistrates. He was admitted a solicitor in 1868.

MR. GEORGE ANTHONY PARTRIDGE, solicitor (of the firm of Partridge & Wilson), of Bury St. Edmunds, has been appointed by the High-Sheriff of Suffolk (Mr. William Edmund Image) to be Under-Sheriff of that county for the ensuing year. Mr. Partridge was admitted a solicitor in 1848. He is clerk to the county magistrates at Bury St. Edmunds, and his partner, Mr. Rowland Holt Wilson, is coroner and clerk of the peace for the borough.

MR. THOMAS CRESSER KELLOCK, solicitor and notary, of Totnes, has been appointed by the High Sheriff of Devonshire (Mr. John Blyth Coham Fleming) to be Under-Sheriff of that county for the ensuing year. Mr. Kellock was admitted a solicitor in 1845.

MR. EDWARD WILLIAM COREN, solicitor (of the firm of Burrup & Coren),

of Gloucester, has been appointed by the High Sheriff of Gloucestershire (Sir Lionel Edward Durell) to be Under-Sheriff of that county for the ensuing year. Mr. Coren was admitted a solicitor in 1862.

MR. JOHN ST. CLAIR UPTON, solicitor (of the firm of Wilkinson & Upton), of Market Drayton, has been appointed Clerk to the Market Drayton Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Upton was admitted a solicitor in 1882.

MR. FRANCIS SMITH, barrister, has been appointed a Puisne Judge of the Supreme Court of the Gold Coast Colony, in succession to Mr. Justice Macleod, who has been appointed Chief Justice of the colony. Mr. Justice Smith is the fifth son of Mr. William Smith, of Sierra Leone. He was called to the bar at the Middle Temple in Hilary Term, 1871, and he has been for several years chief magistrate at the Gambia.

MR. WILLIAM HUGHES JONES, solicitor, of Aberystwith, has been appointed by the High Sheriff of Cardiganshire (Mr. Thomas Price Hughes) to be Under-Sheriff of that county for the ensuing year. Mr. Jones was admitted a solicitor in 1878.

MR. FREDERICK ROLAND ROBERTS, solicitor (of the firm of Roberts, Son, & Evans), of Aberystwith, has been appointed by the High Sheriff of Pembrokeshire (Mr. Frederick Lewis Lloyd Phillips) to be Under-Sheriff of that county for the ensuing year. Mr. Roberts is clerk of the peace for Cardiganshire. He was admitted a solicitor in 1839.

MR. THOMAS GOLD EDWARDS, solicitor, of Denbigh, has been appointed by the High Sheriff of Denbighshire (Mr. Henry Davies Pochin) to be Under-Sheriff of that county for the ensuing year. Mr. Edwards was admitted a solicitor in 1845. His is registrar of the Denbigh County Court.

MR. ROBERT MINIKIN WILKES, solicitor (of the firm of Wilkes & Wilkes), of Darlington and Middlesbrough, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. EDGAR BOOTH, solicitor (of the firm of Jubbs, Booth, & Helliwell), of Halifax, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. CHARLES EDWARD POTHECARY, solicitor, of 26, Basinghall-street, and of Wallington, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. HENRY SEWARD COWDELL, solicitor (of the firm of Cowdell & Son), of St. Antholin's Chambers, 26, Budge-row, Cannon-street, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

### GENERAL.

We learn that two "agents" have been prosecuted by the County Courts Department of the Treasury for obtaining money by the false pretence that they were officers of the Croydon County Court. They were found guilty on Thursday, the 8th of April, 1887, at the Surrey Quarter Sessions, and were sentenced to three calendar months' imprisonment with hard labour.

MR. J. E. CURTIS, solicitor, the absconding clerk to the Stonehouse Local Board, who is charged with issuing forged bonds to the extent of £15,000, landed at Plymouth last week, in charge of Sergeant Bright and Police-Constable Hannaford, of the Devon County Constabulary, who were sent out to Calcutta to bring him home.

The following is the rota of the masters of the Queen's Bench Division who will be in attendance at Chambers during the Easter sittings—viz., A to F—Mondays, Wednesdays, and Fridays, Master Johnson; Tuesdays, Thursdays, and Saturdays, Master Gordon. G to N—Mondays, Wednesdays, and Fridays, Master Hodgson; Tuesdays, Thursdays, and Saturdays, Master George Pollock. O to Z—Mondays, Wednesdays, and Fridays, Master Francis; Tuesdays, Thursdays, and Saturdays, Master the Hon. R. Butler.

The following are the arrangements made for the hearing of probate and divorce causes during the ensuing Easter sittings—viz., Common jury causes will be taken on Wednesday, April 20, and following days—(1) probate; (2) matrimonial. Causes for hearing before the court itself will be taken after the common jury causes—(1) probate; (2) undefended matrimonial; (3) defended matrimonial. Special jury causes will be taken on Friday, May 13, and following days, probate being taken first and matrimonial afterwards. A Divisional Court will sit on Monday, May 2. Summonses will be heard in chambers at half-past 10, and motions will be heard in court at half-past 11 o'clock on Tuesday, April 19, and every succeeding Tuesday during the sittings.

The Birmingham papers announce the suicide on Wednesday of Mr. William Fallows, solicitor, of that town. Although no definite motive can be assigned for the act, it is said that the deceased had been a great sufferer from rheumatism for a considerable time, and that this had produced gloomy forebodings. He was subject to nervous excitement, and appears to have been greatly troubled concerning an adverse verdict against a client at the recent Birmingham assizes in a running down case. He had frequently mentioned the worrying effect an appeal in this case, which is shortly to be heard, had upon him. Mr. Fallows served his articles with Mr. William Cotterill, of Birmingham, and commenced practice on his own account in 1862. He soon acquired a large and lucrative practice.



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## WINDING UP NOTICES.

London Gazette.—FRIDAY, April 8.  
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**ALBERT PALACE ASSOCIATION, LIMITED.**—Chitty, J., has fixed April 19, at 11, at his chambers, for the appointment of an official liquidator.

**ANGLO-MONTANA MINING CO., LIMITED.**—Peta for winding up, presented April 4, directed to be heard before Chitty, J., on Saturday, April 23. Abrahams & Co., Old Jewry, solers for petner.

**BENJAMIN EVANS & CO., LIMITED.**—Peta for winding up, presented April 4, directed to be heard before Stirling, J., on Saturday, April 23. Gibbs & White, Gracechurch st. agents for Gibbs, Newport, Mon., solers for petners.

**BIRMINGHAM GAS CO., LIMITED.**—Peta for winding up, presented April 1, directed to be heard before N. rth. J., on Saturday, April 23. Robinson & Co., Lincoln's inn fields, agents for Ansell & Ashford, Birmingham, solers for petner.

**DIRECT MEAT SUPPLY, LIMITED.**—Stirling, J., has, by an order dated Feb 25, appointed Frederic George Painter, 2, Moorgate st bldgs, to be official liquidator.

**EDON BROTHERS, LIMITED.**—Kay, J., has, by an order dated Feb 16, appointed John Charles Rush, 111, Finsbury pavement, to be official liquidator.

**Huddersfield Land, Building, and Investment Co., Limited.**—By an order made by Chitty, J., dated March 26, it was ordered that the voluntary winding up of the company be continued. Jacques & Co., Ely pl, agents for Hall & White Huddersfield, solers for petners.

**MOUNT MORGAN (WEST) GOLD MINE, LIMITED.**—Petition for winding up, presented April 6, directed to be heard before Kay, J., on Saturday, Apr 23. Bohm, Old Jewry, solers for petners.

**MOUNT MORGAN (WEST) GOLD MINE, LIMITED.**—Petition for winding up, presented April 6, directed to be heard before Kay, J., on Saturday, April 23. Bell & Co., George st, Mansion House, solers for petner.

**MYSON ESTATE CO., LIMITED.**—Petition for winding up, presented April 1, directed to be heard before North, J., on April 23. Godden & Co., Old Jewry, solers for petner.

**NORTHLEIGH AND SWANCOMBE BRICKFIELDS CO., LIMITED.**—Petition for winding up, presented April 2, directed to be heard before Kay, J., on Saturday, April 23. Whitfield, Finsbury pavement, soler for petner.

UNLIMITED IN CHANCERY.

**COMPANY OF FRATERNITY OF FREE FISHERMEN AND DRUGGERS OF THE MANOR AND HUNDRED OF FAVERSHAM KENT.**—By an order made by Kay, J., dated March 30, it was ordered that the company be wound up. Waites & Co., Bloomsbury sq agents for Giraud, Faversham, soler for petner.

**HOLLY MOUNT ESTATE.**—Petition for winding up, presented March 31, directed to be heard before Kay, J., on Saturday, April 23. Bell & Co., Bow Churchyard, agents for Swift & Ashington, sheffield, solers for petners.

FRIENDLY SOCIETIES DISSOLVED.

**ROSE OF NEW YORK LODGES OF THE UNITED ORDER OF ODDFELLOWS, Lord Nelson Inn, New York, Billington.** April 1

London Gazette.—TUESDAY, April 12.  
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**B. HYAM & SON, LIMITED.**—By an order made by Chitty, J., dated March 26, it was ordered that the company be wound up. Montagu, Bucklersbury, soler for petners.

**BRITISH ALGIN COMPANY, LIMITED.**—Peta for winding up, presented April 1, directed to be heard before Stirling, J., on April 23. Hudson, Furnival's inn, soler for petner.

**LONDON MODEL DWELLINGS CO., LIMITED.**—Stirling, J., has fixed Friday, April 22 at 12, at his chambers, for appointment of official liquidator.

**NORTHERN COUNTIES BANK, LIMITED.**—Chitty, J., has fixed Thursday, April 21, at 12, at his chambers, for appointment of liquidator.

**SOUTHERN-ON-SEA AND DISTRICT AUXILIARY RAILWAYS AND CARRIAGE CO., LIMITED.**—Chitty, J., has fixed Thursday, April 21, at 12, at his chambers, for appointment of official liquidator.

**YORKSHIRE TANNERY AND BOOT MANUFACTORY, LIMITED.**—Chitty, J., has fixed Saturday, April 23, at 12, at his chambers, for appointment of official liquidator.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

**LANCASHIRE HOUSE OWNERS' INVESTMENT CO., LIMITED.**—By an order made by the Vice-Chancellor, dated April 4, it was ordered that the company be wound up. Mather, Liverpool, soler for petners.

UNLIMITED IN CHANCERY.

**BOLTON EXCHANGE ROOMS.**—Creditors are required, on or before May 10, to send their names and addresses and particulars of their debts or claims to Peter K. van, Acrefield, Bolton. Friday, May 20, at half-past eleven, is appointed for hearing and adjudicating upon the debts and claims.

## CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 8.

**ALLAN, THOMAS ROBINSON, Middle Temple.** May 23. Few & Co, Surrey st, Strand.

**BARNETT, CHARLES FITZROY, Biggleswade, Bedford, Esq.** May 14. Walters & Co, New sq.

**BAYLIS, SARAH ANN, Redhill.** May 31. Lattey & Hart, Devonshire sq, Bishopsgate.

**BICK, CAROLINE, Cornhaugh sq.** May 1. Plunkett & Lender, St. Paul's churchyard.

**BROADWELL, ROBERT, Hope, Derby, Farmer.** May 7. Bagshaw & Hall, Sheffield.

**BODDINGTON, HENRY, Silverdale, Lancaster, Gent.** April 23. Boddington & Hall, Manchester.

**CAPL, Captain the Hon. ALGERNON HENRY CHAMPAIGN, Waldegrave park rd, Twickenham.** May 9. Lowe & Co, Temple gardens.

**CORT, Rev. HENRY CORT, Clifton, Galloway.** May 20. Whites & Co, Budge row, Cannon st.

**DUCKWORTH, JOHN, Pilkington, Lancaster, Esq.** May 5. Grundy & Co, Manchester.

**FREEMAN, MARY SOPHIA, Peterham.** May 12. Young & Co, Essex st.

**GARDNER, MARTHA, West Brighton.** May 16. Emanuel & Simmonds, Finsbury circus.

**GREENWOOD, JOHN, Pendleton, Lancaster, Gent.** April 23. Boddington & Hall, Manchester.

**GURST, SAMUEL, Yardley, Worcester, Gent.** May 21. King & Ludlow, Birmingham.

**HAYTON, JAMES, Little Portland st, Cavendish sq, Corn Dealer.** May 14. Justice, Bernard st, Russell sq.

**HAYES, FRANCIS SOPHIA, Bath.** May 7. Rooke, Bath.

**HEWITT, GEORGE, Kidderminster, Chemist.** May 15. Talbot, Kidderminster.

**HUNT, ANF, Odcombe, Somerset.** May 13. Newman & Co, Yeovil.

**HUNTER, GEORGE, York, Engineer.** May 21. Procter, York.

**JACKSON, ROBERT WARD, Inverness terr, Bayswater, Esq.** May 19. Johnson & Master, Theobald's rd.

**JACKSON, THOMAS, Parkhurst rd, Holloway, Tobacconist.** June 14. Howar, Gray, inn sq.

**JERVIS, EDWIN STANHOPE, Upper Gloucester pl, Dorset sq, Major.** May 12. Paterson & Co, Lincoln's inn fields.

**KEMP, HARRIET, Cheetham, Lancaster.** April 23. Boddington & Hall, Manchester.

**KIRBY, CATHERINE, Lubenham, Leicester.** June 5. Nicholson, Mark & Harborough.

**LANE, HELENA URSULA, Bath.** May 20. Wickings-Smith & Son, Lincoln's inn fields.

**MARSHALL, WILLIAM, Treworgy, Cornwall, Esq.** May 2. Childs & Son, Liskeard.

**McDOUGALL, Right Rev. FRANCIS THOMAS, Canon of Winchester.** May 9. L we & Co, Temple gardens, Temple.

**MOUTIE, GEORGE WILLIAM, Mellor, Gent.** April 20. Brown & Ainsworth, St. c k-p.

**NICHOLSON, HENRY, College hill, Cannon st, Gent.** June 1. Nicholson & Graham, College hill, Cannon st.

**PAINE, WILLIAM DUNKLEY, Cockshot hill, Reigate, Esq.** June 24. B's silt & Tyler, Gracechurch st.

**PARK, JOHN CORNELIUS, Teddington, Esq.** July 4. New & Co, Evesham.

**PEAKE, HENRY, Sleaford, Solicitor.** July 1. Peake & Co, Sleaford.

**PHILLIMORE, WILLIAM BROUGH, Hyde Park gdn, Esq.** May 18. Bury, 101 & Co, Oxford st.

**PICKARD, JEREMIAH, Otley, York, Hosior.** May 1. Fawcett & Co, Otley.

**PROCTER, JANET, Dewsbury, York.** May 21. Procter, York.

**ROBERTS, MATILDA, Fulbourn, Cambridge.** May 16. Francis & Johnson, Austin Friars.

**SCOTT, THOMAS, Undercliffe, Bradford, Shopkeeper.** May 21. Greaves & Tay'or, Bradford.

**SEYMOUR, Admiral Sir MICHAEL, Hornsea, Southampton.** June 20. Pollock & Co, Lincoln's inn fields.

**SHEWARD, SAMUEL BRISCO, Green st, Park lane.** May 23. Simey & Simey, Sergeant's inn, Fleet st.

**SLT, JAMES, Stratton St Margaret, Wilts, Builder.** May 7. Kinnair & T mba, Swindon.

**STERN, JOSEPH, Brightmet, Lancaster, Carrier.** May 21. Bailey, Bolton.

**STEEL, WILLIAM, Sheffield, Dealer in Game.** May 15. Branson & Son, Sheffield.

**TAYLOR, ANNIE, Mount Jarvis, Antigua, West Indies.** July 6. Hores & Pattison, Lincoln's inn fields.

**WATSON, JAMES, Scarescroft, York, Farm Labourer.** May 2. Barker & Ha'grave, Leeds.

**WATSON, JULIA CHARLOTTE, Newbiggin, Northumberland.** May 14. Griffith & Co, Newcastle upon Tyne.

**WESTON, JANE, Meonstoke, Hants.** May 10. Everard & Shapland, Brighton.

**WHITEHURST, HANNAH, St Thomas's Trees, Stafford.** May 14. Thacker & Cu'l, Cheshire.

**WOOLDRIDGE, JOHN, Gower st, Gent.** May 21. Leslie G. Powell, Essex st.

**WOOLNUGH, ARTHUR, Carlisle, Medical Assistant.** May 2. Copeman & Ladell, Norwich.

**YOUNG, JANE, Birkenhead.** May 5. Killey, Liverpool.

**YOUNG, PETER, Liverpool, Gent.** May 5. Killey, Liverpool.

**PINKERTON, EDWARD JAMES, Richmond, Surrey.** May 12. Sharpe & Co, New ct.

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 8.

RECEIVING ORDERS.

**ALLEN, WILLIAM PETERS, West Ham, Dealer in Sweets.** High Court. Pet April 6. Ord April 6.

**ASHTON, HENRY, Halifax, Brewer.** Halifax. Pet April 5. Ord April 5.

**BALL, NABOROUGH, Golborne rd, Upper Westbourne pk, out of business.** High Court. Pet April 5. Ord April 5.

**BARON, WILLIAM HENRY, Buckland Monachorum, Devon, Carpenter.** East Bournemouth. Pet March 17. Ord April 5.

**BARNETT, HENRY, West Hanney, nr Wantage, Berks, Baker.** Oxford. Pet April 2. Ord April 2.

**BAXTER, JOHN EDWARD, Munster Park, Fulham.** High Court. Pet Feb 28. Ord April 5.

**BEDGOOD, GEORGE, Widnes, Lancashire, Baker.** Liverpool. Pet April 4. Ord April 4.

**BIRD, JAMES THOMAS, Clacton on Sea, Plumber.** Colchester. Pet April 4. Ord April 4.

**BROMET, CHARLES HAMILTON, King's Bench walk, Barrister at law.** High Court. Pet March 16. Ord April 5.

**BURRAUGH, FREDERIC, East Rudham, Norfolk, Baker.** Norwich. Pet April 6. Ord April 6.

**BURTON, WILLIAM FISHER, Rochell's ter, Forest Hill rd, Manager to a Provision Merchant.** High Court. Pet March 2. Ord April 5.

**CADDELL, ANTHONY WILLIAM, Clerkenwell green, Licensed Victualler.** High Court. Pet April 5. Ord April 5.

**CAIRNS, WILLIAM MORPETH, Northumberland, Cartman.** Newcastle on Tyne. Pet April 4. Ord April 4.

**COWPER, ALFRED ROBERT, Northampton, Hairdresser.** Northampton. Pet April 4. Ord April 4.

**DAUNT, EMILY ELIZA, Eastbourne, Art Needlework Dealer.** Eastbourne and Lewes. Pet April 1. Ord April 6.

**DAY, ANN, Yoxford, Suffolk, Coal Merchant.** Great Yarmouth. Pet April 5. Ord April 5.

**DIGGERS, SAMUEL, Kirtling, Cambridge, Wheelwright.** Cambridge. Pet April 4. Ord April 4.

**DODGE, WALTER, West Coker, Somerset, Baker.** Yeovil. Pet April 6. Ord April 6.

**DOVE, JOSEPH BURTON, Leicester, Boot Manufacturer.** Leicester. Pet April 5. Ord April 5.

**ELLIOT, WILLIAM, St Risper's ct, nr Stroud, Woollen Cloth Manufacturer.** Gloucester. Pet April 5. Ord April 5.

**ELLIS, JOHN PHILIP, Leighton Buzzard, Bedford, Confectioner.** Laton. Pet March 23. Ord April 4.

**ELLIS, THOMAS, Chirbury, Salop, Miller.** Newtown. Pet April 4. Ord April 4.

**ELMER, WILLIAM HENRY, Graham rd, Hackney, Cabinet Maker.** High Court. Pet April 6. Ord April 6.

**EVANS, EVAN, Tygwyn, Brynegwys, Denbigh, Farmer.** Wrexham. Pet April 4. Ord April 4.

**FENIMORE, JOHN HENRY, Swerford, Oxford, Farmer.** Oxford. Pet April 2. Ord April 2.

**FINN, EMILY EMMA, Edgefield, Norfolk, General Shop Keeper.** Norwich. Pet April 6. Ord April 6.



FOUND, ALFRED, Poole, Draper. Poole. Pet April 5. Ord April 5  
 FOWLER, JAMES, Newbury, Berks, Baker. Newbury. Pet April 5. Ord April 5  
 FRASER, DONALD, Longfield, Dartford, Wine Merchant. Rochester. Pet April 4. Ord April 4  
 FREEMAN, WILLIAM, East Dereham, Norfolk, Dissenting Minister. Norwich. Pet March 19. Ord April 4  
 GAGE, JOHN, Cardiff Outfitter. Cardiff. Pet April 4. Ord April 4  
 GORING, CHARLES, West Brighton, Grocer. Brighton. Pet April 5. Ord April 5  
 HARGREAVES, JOHN, Bradford, Wood Dealer. Bradford. Pet April 5. Ord April 5  
 HARPER, WILLIAM, Willenhall, Stafford, Lock Manufacturer. Wolverhampton. Pet April 4. Ord April 4  
 HASLAM, THOMAS, Sheffield, Boot Maker. Sheffield. Pet March 31. Ord April 5  
 HAWKINS, SAMUEL, Bradford, Wool Merchant. Bradford. Pet April 5. Ord April 5  
 HUGHES, PHILIP, West Bromwich, Staffordshire, Builder. Oldbury. Pet April 4. Ord April 4  
 HUTCHINGS, JOHN, Bingham, Nottinghamshire, Farmer. Nottingham. Pet April 5. Ord April 5  
 HUTCHINGS, JOHN, and HENRY HUTCHINGS, Mark Lane, Hemp Merchants. High Court. Pet April 5. Ord April 5  
 IVINS, THOMAS, Lunnington, Baker. Warwick. Pet April 4. Ord April 4  
 JONES, EMMERSON, Carnarvon, Draper. Bangor. Pet April 5. Ord April 5  
 JONES, MAURICE, Queen Victoria st, Financial Agent. High Court. Pet Feb 9. Ord April 5  
 JONES, ROWLAND DAVID, Welshpool, Montgomeryshire, Grocer. Newtown. Pet April 5. Ord April 5  
 JONES, WALTER MEREDITH, Tredegar, Mon, Grocer. Tredegar. Pet April 5. Ord April 5  
 KEMP, CORNELIUS, Upton park, Essex, Boot Manufacturer. High Court. Pet April 5. Ord April 5  
 KING, WILLIAM SIMONS, Norwich, Seedsman. Norwich. Pet April 5. Ord April 5  
 LOTT, THOMAS JOHN, Grove rd, Mile End, Upholsterer. High Court. Pet April 4. Ord April 5  
 MATTHEW, HERBERT, Crews, Builder. Nantwich and Crews. Pet April 4. Ord April 4  
 MCMAHON, JAMES JOSEPH, Hartogate, Tailor. York. Pet April 4. Ord April 4  
 MOXLEY, GEORGE, Newport, Mon, Grocer. Newport. Pet April 4. Ord April 4  
 NUGENT, JAMES, Sheffield, Cowkeeper. Sheffield. Pet April 5. Ord April 5  
 OAKES, ARTHUR, Birmingham, Surgeon. Birmingham. Pet April 5. Ord April 5  
 PARKER, THOMAS, Deptford, Grocer. Greenwich. Pet April 5. Ord April 5  
 PARRY, CHARLES HENRY, Albert st, Victoria sq, Artist. High Court. Pet April 5. Ord April 5  
 PRACOCK, THOMAS, Redgrave, nr Darrington, Labourer. Stockton on Tees and Middlesborough. Pet April 5. Ord April 5  
 PHILPOT, JOHN JAMES, Swancombe, Kent, Grocer. Rochester. Pet April 5. Ord April 5  
 RANTOLFE, ROBERT, Canterbury, Plumber. Canterbury. Pet April 5. Ord April 5  
 ROEBUCK, EMMERSON, Barnsley, Yorks, Tobaccoist. Barnsley. Pet April 5. Ord April 5  
 RYAN, JAMES, Edmund pl, Aldersgate st, Manufacturers' Agent. High Court. Pet March 22. Ord April 5  
 SPRING, FREDERICK GEORGE, Sandy, Beds, out of business. High Court. Pet April 5. Ord April 5  
 STAPLETON, GEORGE, Market Deeping, Lincolnshire, Brewer. Peterborough. Pet April 4. Ord April 4  
 TINDLE, WILLIAM, South Shields, Builder. Newcastle on Tyne. Pet April 4. Ord April 4  
 TRAYNE, JOHN APLIN, Dorchester, Auctioneer. Dorchester. Pet April 5. Ord April 5

The following Amended Notices are substituted for those published in the London Gazette of April 1.

THOMAS, RICHARD, Blaenau Ffestiniog, Merionethshire, Painter. Bangor. Pet March 29. Ord March 29  
 RAMSON, ANDREW, South Stockton, Yorks, Innkeeper. Stockton on Tees and Middlesborough. Pet Nov 13. Ord March 29

FIRST MEETINGS.

ATTECK, JAMES, Knottingley, Yorks, Coal Dealer. April 15 at 11. Off Rec, Bond ter, Wakefield  
 AUSTON, HENRY, Halifax, Brewer. April 19 at 11. Off Rec, Halifax  
 ATKINSON, LAW, Leeds, Cloth Finisher. April 20 at 11. Off Rec, 22, Park row, Leeds  
 BARNES, WALTER, Chelmsford, Grocer. April 16 at 10.30. Shirehall, Chelmsford  
 BLACK, ALEXANDER, Oxford, Agent. April 18 at 11.30. Off Rec, 1, St Aldate's, Oxford  
 BOARDMAN, FREDERICK JOHN, Cleve, Lincs, Fisherman. April 20 at 12. Off Rec, 3, Haven st, Gt Grimsby  
 BURRAGE, FREDERICK, East Rudham, Norfolk, Baker. April 20 at 11. Off Rec, 5, King st, Norwich  
 CAIRNS, WILLIAM, Morpeth, Northumberland, Cartman. April 18 at 11. Off Rec, Pink lane, Newcastle on Tyne  
 CALOW, GEORGE, Liverpool, Tobaccoist. April 19 at 2. Off Rec, 25, Victoria st, Liverpool  
 CHAFFERTON, THOMAS HENRY, Sheffield, Tobaccoist. April 20 at 12. Off Rec, First sec lane, Sheffield  
 COLBURN, ST JOHN, Tunbridge Wells, Bookseller. April 20 at 2.30. Bankruptcy bds, Portugal st, Lincoln's inn  
 COOK, ALFRED, Stratford, Essex, Baker. April 19 at 12. 33, Carey st, Lincoln's inn  
 COOK, FREDERICK, Gt Yarmouth, Builder. April 19 at 10. Lovewell Blake, South Quay, Gt Yarmouth  
 COOPER, THOMAS HENRY, Southsea, Builder. April 18 at 2.30. 100, Queen st, Portsea  
 CORNELIUS, JAMES, Weston super Mare, Confectioner. April 15 at 2. Railway Hotel, Weston super Mare  
 CRAYNE, FREDERICK, SEPTIMUS, Kingswood, Gloucestershire, Coach Builder. April 22 at 2.30. Off Rec, Bank chbrs, Bristol  
 DAY, ANN, Yorkford, Suff. Lk, Coal Merchant. April 19 at 12. Off Rec, 8, King st, Norwich  
 DIOGENES, SAMUEL, Kirtling, Cambridgeshire, Wheelwright. April 18 at 12. Off Rec, 5, Petty Cury, Cambridge  
 DOUGLAS, ALLAN GEORGE (sep estate), Birchfield, Staffordshire, Lithographer. April 22 at 11. Off Rec, Birmingham  
 DOW, JOSEPH BARON, Leicester, Boot Manufacturer. April 22 at 11. 23, Friar lane, Leicester  
 DUNN, ROBERT EDWARD, Lowestoft, Suffolk, Grocer. April 19 at 11. Off Rec, 6, King st, Norwich  
 DURANT, WILLIAM, St Leonard's on Sea, Upholsterer. April 20 at 12. Bankruptcy bds, Lincoln's inn

ELIAS, THOMAS, Harrington Mill, Chirbury, Salop, Miller. April 19 at 1. Off Rec, Llandidies  
 EVANS, EVAN, Tywyn Brynegys, Denbighshire, Farmer. April 20 at 10. Owain Glyndwr Hotel, Corwen  
 EYLES, HARRIET, Reading, Millicer. April 25 at 2. 150, Victoria st, Westminster  
 FIRM, EMMA, Edgely, Norfolk, General Shop Keeper. April 15 at 11.23. Off Rec, 8, King st, Norwich  
 FLEMING, J. C., Keston town, Licensed Victualler. April 19 at 12. Bankruptcy bds, Lincoln's inn  
 FOUND, ALFRED, Poole, Dorsetshire, Draper. April 19 at 1.23. Off Rec, Salisbury  
 FRASER, DONALD, Longfield, Dartford, Wine Merchant. April 20 at 12. Off Rec, High st, Rochester  
 FREEMAN, WILLIAM, East Dereham, Norfolk, Dissenting Minister. April 20 at 10.30. Off Rec, 8, King st, Norwich  
 GHARD, ALFRED, Bismark rd, Upper Holloway, Builder. April 21 at 11. Bankruptcy bds, Lincoln's inn  
 GLENDING, WILLIAM, Redruth, Cornwall, Fancy Goods Dealer. April 19 at 12. Off Rec, Roscawen st, Truro  
 GODDINGTON, WILLIAM HENRY, Kingdon rd, Stoke Newington, Blind Manufacturer. April 20 at 12. Bankruptcy bds, Portugal st, Lincoln's inn  
 GOODLIFE, RICHARD, Bedford, no occupation. April 22 at 4. County Court, Northampton  
 GRAY, BENJAMIN, Edgware rd, Solicitor. April 22 at 11. Bankruptcy bds, Portugal st, Lincoln's inn  
 GRICE, PETER, Norton, Yorks, Beerhouse Keeper. April 15 at 2.30. Talbot Hotel, New Malton  
 HANSON, ANDREW, South Stockton, Yorks, Innkeeper. April 21 at 11.30. Off Rec, 8, Albert rd, Middlesborough  
 HARPER, WILLIAM, Willenhall, Staffordshire, Lock Manufacturer. April 19 at 4.30. Off Rec, Wolverhampton  
 HERRINGTON, JEFFREY, Aygarth, Yorks, Farmer. April 21 at 11.15. Off Rec, 2, Albert rd, Middlesborough  
 HINES, HENRY, High st, Camden Town. April 20 at 11. 33, Carey st, Lincoln's inn  
 HOWARD, THOMAS, Liverpool, Painter. April 19 at 3. Off Rec, 25, Victoria st, Liverpool  
 JONES, DANIEL, Leadenhall st, Iron Merchant. April 19 at 2.30. Bankruptcy bds, Portugal st, Lincoln's inn  
 JONES, ROWLAND DAVID, Welshpool, Montgomeryshire, Grocer. April 19 at 1. Off Rec, Llandidies  
 KING, GRANT CHARLES, no fixed abode, Draper. April 23 at 2. County Court, Northampton  
 KING, WILLIAM SIMONS, Norwich, Seedsman. April 19 at 1. Off Rec, 8, King st, Norwich  
 LAKEMAN, HARRY HAMPSHIRE, King's Cross rd, Printer. April 20 at 2.30. Bankruptcy bds, Portugal st, Lincoln's inn  
 LEWIN, WOLF, Scarborough, General Dealer. April 20 at 11.30. Off Rec, 74, Newborough st, Scarborough  
 LINDLEY, THOMAS COOKE, Brixton hill, Ironmonger. April 21 at 2.30. Bankruptcy bds, Portugal st, Lincoln's inn  
 LIPSCHOMB, HENRY ROBERT, Queen Victoria st, Filter Maker. Apr 19 at 11. 33, Carey st, Lincoln's inn  
 LIVERIDGE, CHARLES, Glossop, Derbyshire, Farmer. Apr 20 at 2.30. Townhall, Ashton under Lyne  
 LYONS, LEONARD, White's row, Spitalfields, Grocer. Apr 22 at 2.30. 33, Carey st, Lincoln's inn  
 MATTISON, GEORGE, St Paul's rd, Bow, Mattress Maker. Apr 20 at 11. 33, Carey st, Lincoln's inn  
 MAYBURY, HERBERT, Crews, Cheshire, Builder. Apr 20 at 10.45. Royal Hotel, Crews  
 MILLS, MICHAEL, Ordnance rd, St John's Wood, Carpenter. Apr 21 at 12. 33, Carey st, Lincoln's inn  
 MITCHELL, WILLIAM, jun, Britannia st, City rd, Cabinet Maker. Apr 22 at 11. 33, Carey st, Lincoln's inn  
 MCMAHON, JAMES JOSEPH, Hartogate, Tailor. Apr 18 at 12. 17, Bake st, York  
 MOORE, SAMUEL, Rawtenstall, Lancs, Draper. Apr 15 at 8.30. Off Rec, Ogdens chbrs, Bridge st, Manchester  
 MOXLEY, GEORGE, Newport, Mon, Grocer. Apr 19 at 1. Off Rec, 13, Tredegar pl, Newport, Mon  
 NOBLE, THOMAS, Dalton in Furness, Farmer. Apr 15 at 10.30. 2, Paxton terr, Birtown in Furness  
 PALFREYMAN, JOSEPH, Sheffield, Wheelwright. Apr 18 at 2. Angel Hotel, Chesterfield  
 PEARCE, WILLIAM HENRY, Gertard st, Soho, Jeweller. Apr 19 at 11. Bankruptcy bds, Portugal st, Lincoln's inn  
 PHILPOT, JOHN JAMES, Swancombe, Kent, Grocer. April 19 at 11.30. Off Rec, High st, Rochester  
 PORTER, EDWIN, Seabell Heath, Worcestershire, Stationer. April 21 at 11. Off Rec, Birmingham  
 RACE, GEORGE RICHARD, Leeds, Cloth Manufacturer. April 20 at 12. Off Rec, 22, Park row, Leeds  
 RIVERS, ROBERT LLOYD, Sheffield, Baker. April 20 at 11.30. Off Rec, Figtree lane, Sheffield  
 ROWELL, WILLIAM HANWAY, Murray st, Camden sq, Builder. April 20 at 12. Bankruptcy bds, Portugal st, Lincoln's inn  
 SCHLESINGER, MAX EDWARD, Finsbury sq, Builder. April 22 at 12. Bankruptcy bds, Portugal st, Lincoln's inn  
 SIMON, S. H., Muscovy st, Tower Hill, Drysalter. April 20 at 2.30. 33, Carey st, Lincoln's inn  
 SLACK, JOSEPH ISAAC, St John's rd, Horton, Mineral Water Manufacturer. April 21 at 12. Bankruptcy bds, Portugal st, Lincoln's inn  
 SPENCER, THOMAS SAMUEL, Lombard st, Financial Agent. April 19 at 2.30. 33, Carey st, Lincoln's inn  
 STAYLE, THOMAS ALTHROP, Sandown, Isle of Wight, Farmer. April 18 at 2. Off Rec, Newport, Isle of Wight  
 STAPLETON, GEORGE, Market Deeping, Lincolnshire, Brewer. April 21 at 12.45. County Court, Peterborough  
 SWERT, ISAAC, Sheffield, Grocer. April 20 at 11. Off Rec, Figtree lane, Sheffield  
 THOMSON, JOHN, Leve-shulme, Lancs, Traveller. April 19 at 12.30. Off Rec, Ogdens chbrs, Bridge st, Manchester  
 TINDLE, WILLIAM, South Shields, Builder. April 20 at 11. Off Rec, Pink lane, Newcastle on Tyne  
 TURNER, CHARLES, Upton, Essex, Provision Merchant. April 19 at 12. Bankruptcy bds, Lincoln's inn  
 UNCLEY, HARRIET ANN, Stockton on Tees, out of business. April 21 at 12. Off Rec, 8, Albert rd, Middlesborough  
 VINE, JOSEPH, South Norwood, Butcher's Assistant. April 20 at 11. Bankruptcy bds, Lincoln's inn  
 WALLIS, THOMAS STRADMAN, Huddersfield, Woollen Merchant. April 20 at 11. Haigh & Son, Solers, New st, Huddersfield  
 WANDLE, THOMAS, Middlesborough, Yorks, Contractor. April 21 at 11. Off Rec, 8, Albert rd, Middlesborough  
 WARDING, ISAAC, Rosedale East, Yorks, out of business. April 15 at 11.30. The Talbot Hotel, New Malton

WATSON, WALTER (sep estate), Handsworth, Staffordshire, Lithographer. April 22 at 11. Off Rec, Birmingham.  
 WATSON, WALTER, JAMES WALLACE WATSON, and ALLAN GROOMER DOUGLAS, Birmingham, Lithographers. April 22 at 11. Off Rec, Birmingham.  
 WATSON, JAMES WALLACE (sep estate), Handsworth, Staffordshire, Lithographer. April 22 at 11. Off Rec, Birmingham.  
 WEEKS, ISAAC, Ulverston, Lancashire, Joiner. April 15 at 10. 3, Paxton ter, Bastow in Furness.  
 WHITMORE, HARRY GEORGE, Barley, Hertfordshire, Grocer. April 20 at 2. Bull Head, Royston.  
 WILCOCKS, ROBERT, and AGNES BISHOP, Aldersgate st, Mantle Manufacturers. April 22 at 2.30. Bankruptcy bldgs, Lincoln's inn.  
 WOOD, WILLIAM, Chelmsford, Builder. April 18 at 2. Auction Mart, Tokenhouse yard.  
 WOODHOUSE, JOHN, Walthamstow, Cabinet Manufacturer. April 21 at 11. Bankruptcy bldgs, Lincoln's inn.  
 The following Amended Notice is substituted for that published in the London Gazette of April 5.  
 COX, JAMES, Leeds, Fishmonger. April 15 at 2. Off Rec, 22, Park row, Leeds.

## ADJUDICATIONS.

ALLEN, WILLIAM PETERS, West Ham, Essex, Dealer in Sweets. High Court. Pet Apr 6. Ord Apr 6.  
 ARCHER, HENRY ERNEST, Moss Side, nr Manchester, Turf Adviser. Salford. Pet Jan 28. Ord Apr 5.  
 ASHTON, HENRY, Halifax, Brewer. Halifax. Pet Apr 5. Ord Apr 5.  
 BABONS, WILLIAM HENRY, Buckland, Monachorum, Devon, Carpenter. East Stonehouse. Pet Mar 17. Ord Apr 5.  
 BARRETT, HENRY, West Hanning, nr Wantage, Baker. Oxford. Pet Apr 2. Ord Apr 2.  
 BENHAM, FREDERICK JOHN, York grove, Queen's rd, Peckham. High Court. Pet Feb 18. Ord Apr 4.  
 BLACK, ALEXANDER, Oxford, Agent. Oxford. Pet Mar 5. Ord Apr 5.  
 BLANLEY, CHARLES, Philip lane, Wood st, Belt Maker. High Court. Pet Feb 28. Ord Apr 6.  
 BURHAGE, FREDERIC, East Rudham, Norfolk, Baker. Norwich. Pet Apr 6. Ord Apr 6.  
 CAMPBELL, LEWIS ALEXANDER, Manchester. Manchester. Pet Sept 14. Ord Apr 4.  
 CANNELL, ARCHIBALD WILLIAM, Clerkenwell Green, Licensed Victualler. High Court. Pet Apr 5. Ord Apr 6.  
 CALLOW, GEORGE, Liverpool, Tobacconist. Liverpool. Pet Mar 28. Ord Apr 6.  
 COWPER, ALFRED ROBERT, Northampton, Hairdresser. Northampton. Pet Apr 4. Ord Apr 4.  
 DALGLEISH, WALTER JAMES, Alexandra pk, Wood green, Commission Agent. Edmonton. Pet Mar 28. Ord Apr 6.  
 DAY, ANN, Yorkford, Suffolk, Coal Merchant. Gt Yarmouth. Pet Apr 5. Ord Apr 5.  
 DIGGERS, SAMUEL, Kirtling, Cambridgeshire, Wheelwright. Cambridge. Pet Apr 4. Ord Apr 5.  
 DURANT, WILLIAM ST, Leonard's on Sea, Upholsterer. Hastings. Pet March 28. Ord April 6.  
 EDWARDS, GEORGE, Lucy rd, Bermondsey, Licensed Victualler. High Court. Pet March 9. Ord April 1.  
 EVANS, EVAN, Tygwyn Brynaglwys, Denbighshire, Farmer. Wrexham. Pet April 4. Ord April 4.  
 FEYMORE, JOHN, HENRY, Swerford, Farmer. Oxford. Pet April 2. Ord April 3.  
 FISH, EMILY EMMA, Edgely, Norfolk, General Shop Keeper. Norwich. Pet April 5. Ord April 6.  
 FORD, ERNEST CLAUDIUS BRAMHALL, Carlton rd, Kilburn, out of business. High Court. Pet April 2. Ord April 6.  
 GREEN, CHARLES THOMAS, Chesapeake, Tailor. High Court. Pet March 16. Ord April 4.  
 GREGORY, CHARLES FREDERICK, Barnet, Baker. Barnet. Pet April 1. Ord April 5.  
 GRICE, PETER, Norton, Yorks, Beechhouse Keeper. Scarborough. Pet April 1. Ord April 6.  
 GUY, RICHARD GEORGE, Fenchurch st, Timber Merchant. High Court. Pet March 19. Ord April 4.  
 HALL, THOMAS HENRY, Batley, Yorks, Rag Merchant. Dewsbury. Pet March 30. Pet April 5.  
 HANCOCK, HENRY JOSEPH, East India Dock rd, Veterinary Surgeon. High Court. Pet Feb 12. Ord April 6.  
 HANDBURGH, JOHN, Bradford, Wool Dealer. Bradford. Pet April 5. Ord April 5.  
 HASLAM, THOMAS, Sheffield, Boot Maker. Sheffield. Pet March 3. Ord April 5.  
 HAWKINS, SAMUEL, Bradford, Wool Merchant. Bradford. Pet April 2. Ord April 4.  
 HAWLEY, HERBERT FREDERIC, Lower rd, Rotherhithe, Timber Merchant. High Court. Pet March 28. Ord April 6.  
 HAYWARD, GEORGE, Caulfield rd, Peckham, Commercial Traveller. High Court. Pet March 28. Ord April 4.  
 HAYWOOD, TOM, Barnsley, Yorks, out of business. Barnsley. Pet March 10. Ord April 5.  
 HIBBERT, JOHN, Nottingham, out of business. Nottingham. Pet March 31. Ord April 6.  
 JACK, ARTHUR, Cheltenham, Jeweller. Cheltenham. Pet March 12. Ord April 4.  
 JONES, EBERNESE, Carnaivon, Draper. Bangor. Pet April 5. Ord April 6.  
 JONES, MARY, Tanygroed Cellan, Cardiganshire, Farmer. Carmarthen. Pet Jan 18. Ord April 6.  
 KING, WILLIAM SIMONS, Norwich, Seaman. Norwich. Pet April 5. Ord April 6.  
 KIRKPATRICK, JAMES, Nottingham, Draper. Nottingham. Pet March 3. Ord April 6.  
 KNOR, ANDERS GABRIEL, Fenchurch avenue, Merchant. High Court. Pet Feb 28. Ord April 6.  
 LESLIE, LOUIS GORDON, and JANE LESLIE, Tenby, Doctor of Medicine. Pembroke Dock. Pet March 17. Ord April 5.  
 LIVERLEY, CHARLES, Glossop, Farmer. Ashton under Lyne and Stalybridge. Pet March 28. Ord April 5.  
 LLOYD, HENRY FLEETWOOD, Princes park, nr Liverpool, Coach Builder. Liverpool. Pet March 22. Ord April 6.  
 LLOYD, JOHN JAMES and CHARLES HENRY LLOYD, Pembroke Dock, Ironmongers. Pembroke Dock. Pet Feb 19. Ord April 4.  
 LLOYD, LEWIS, Llanfargel Gencarglyn, Cardigan, Mason. Aberystwith. Pet March 31. Ord April 4.  
 MATEURY, HERBERT, Crews, Cheshire, Builder. Nantwich and Crews. Pet April 4. Ord April 4.  
 MCMAHON, JAMES JOSEPH, Harrogate, Tailor. York. Pet April 4. Ord April 4.  
 MINOT, ERNEST, Beaumont st, Marylebone, Importer of Clocks. High Court. Pet April 2. Ord April 4.  
 MOXLEY, GEORGE, Newport, Mon, Grocer. Newport, Mon. Pet April 4. Ord April 4.  
 NUGENT, JAMES, Sheffield, Cowkeeper. Sheffield. Pet April 4. Ord April 4.  
 PARKER, THOMAS, Deptford, Grocer. Greenwich. Pet April 5. Ord April 5.

PARRY, ARTHUR, Horwich, Lancs, Bricklayer. Bolton. Pet March 18. Ord April 6.  
 PARNBY, CHARLES HENRY, Middlesex, Artist. High Court. Pet April 6. Ord April 6.  
 PHACOCK, THOMAS, Sadberge, nr Darlington, Labourer. Stockton on Tees and Middlesbrough. Pet April 5. Ord April 5.  
 PHILLIPS, JOHN JAMES, Swanscombe, Kent, Grocer. Rochester. Pet April 5. Ord April 5.  
 PORTLOCK, EDWIN, Balsall Heath, Worcester, Stationer. Birmingham. Pet March 18. Ord April 4.  
 PRIST, CHARLES, Salford, Accountant. Salford. Pet March 24. Ord April 6.  
 RATCLIFFE, ROBERT, Canterbury, Plumber. Canterbury. Pet April 5. Ord April 5.  
 ROPER, JOHN FARWELL, Mageston, Dorsetshire, Farmer. Dorchester. Pet March 28. Ord April 5.  
 RUSSELL, ROBERT, Leamington, Baker. Warwick. Pet March 1. Ord April 5.  
 STANFIELD, JOSEPH, Northcott, nr Longton, Staffordshire, Grocer. Stoke upon Trent. Pet March 2. Ord April 1.  
 STEWART, ROBERT ALEXANDER, and JOHN STEWART, Fen ot, Fenchurch st, Merchants. High Court. Pet March 15. Ord April 4.  
 THOMAS, RICHARD, Blaenau Ffestiniog, Merionethshire, Painter. Bangor. Pet March 29. Ord April 6.  
 THOMPSON, SAMUEL, and NICHOLAS THOMPSON, Jarrow, Durham, Auctioneers. Newcastle on Tyne. Pet April 2. Ord April 4.  
 WHITFORD, JOHN HEDON, Cheltenham, Saddler. Cheltenham. Pet March 31. Ord April 4.  
 WILEY, ANDREW JAMES, St Hellens, Jersey, out of business. High Court. Pet March 29. Ord April 6.

London Gazette.—TUESDAY, April 13.

## RECEIVING ORDERS.

BROOK, WALTER FREDERICK, Dudley, Worcestershire, Ironmonger. Dudley. Pet April 5. Ord April 6.  
 FRANKS, JOHN, Leicester, Corn Factor. Leicester. Pet April 7. Ord April 7.  
 HAINSWORTH, ARTHUR, Bradford, Bootmaker. Bradford. Pet April 6. Ord April 6.  
 HOLSTED, THOMAS WILLIAM, Maryport, Cumberland, Provision Dealer. Cockermouth and Workington. Pet April 6. Ord April 6.  
 LAWRENCE, WILLIAM, South Shields, Licensed Victualler. Newcastle on Tyne. Pet April 7. Ord April 7.  
 LING, EDGAR JAMES, Bridgewater, Somerset, Accountant. Bridgewater. Pet March 30. Ord April 7.  
 MORRIS, ROBERT, Ryde, I.W., Butcher. Newport and Ryde. Pet April 7. Ord April 7.  
 MORRIS, THOMAS, Welchpool, Montgomeryshire, Auctioneer. Newtown. Pet April 7. Ord April 7.  
 RICHARDSON, JOHN, Whitby, Yorks, Joiner. Stockton on Tees and Middlesbrough. Pet April 6. Ord April 6.  
 ROBINS, THOMAS, Hemyock, Devon, Blacksmith. Taunton. Pet April 7. Ord April 7.  
 ROSS, THOMAS WILLIAM, Piddletrenthide, Dorset, Carpenter. Dorchester. Pet April 7. Ord April 7.  
 ROSSIE, JENKIN, Neath, Glamorgan, Blacksmith. Neath. Pet April 7. Pet April 7.  
 VASILIADES, CONSTANTINE DEMETRIUS, Liverpool, Fruit Merchant. Liverpool. Pet Jan 28. Ord April 7.  
 WALLACE, ALEXANDER, Colchester, Physician. Colchester. Pet April 7. Ord April 7.  
 WALTON, JOHN, Sheffield, Plasterer. Sheffield. Pet April 7. Ord April 7.  
 WILSON, JOSEPH WILLIAM, Bingley, Yorks, Labourer. Bradford. Pet April 6. Ord April 6.  
 YOUNG, JAMES, Blackburn, out of employment. Blackburn. Pet April 7. Ord April 7.

## FIRST MEETINGS.

DODGE, WALTER, West Coker, Somerset, Baker. April 20 at 12.45. Off Rec, Salisbury.  
 FEYMORE, JOHN HENRY, Swerford, Oxfordshire, Farmer. April 28 at 11.30. Off Rec, St Aldates, Oxford.  
 HICKS, ABRAHAM, Dover, Publican. April 22 at 9.30. 32, St George's st, Canterbury.  
 HOLSTED, THOMAS WILLIAM, Maryport, Cumberland, Provision Dealer. April 28 at 12. Off Rec, 67, Duke st, Whitehaven.  
 MARSH, WILLIAM, Canterbury, Miller. April 21 at 2.30. 73, Sandgate rd, Folkestone.  
 MIDDLETON, EDWARD TAYLOR, Blunadon St Leonard, Wilts, Gent. April 21 at 11.30. Off Rec, Swindon.  
 RATCLIFFE, ROBERT, Canterbury, Plumber. April 21 at 11.50. 32, St George's st, Canterbury.

## ADJUDICATIONS.

AFFLECK, JAMES, Knottingley, Yorks, Coal Dealer. Wakefield. Pet Apr 2. Ord Apr 6.  
 ATKINSON, LAW, Leeds, Cloth Finisher. Leeds. Pet Mar 24. Ord Apr 7.  
 BROOK, WALTER FREDERICK, Dudley, Worcestershire, Ironmonger. Dudley. Pet Apr 5. Ord Apr 7.  
 CAIRNS, WILLIAM, Morpeth, Cartman. Newcastle on Tyne. Pet Apr 4. Ord Apr 7.  
 COOPER, GEORGE, Isle of Purbeck, Dorset, Draper. Poole. Pet Mar 21. Ord Apr 9.  
 CRAYNE, FREDERICK SEPTIMIUS, Bristol, Coachbuilder. Bristol. Pet Apr 2. Ord Apr 7.  
 EDROP & LANE, Birmingham, Coal Merchants. Birmingham. Pet Feb 22. Ord Apr 7.  
 GORING, CHARLES, West Brighton, Grocer. Brighton. Pet Apr 5. Ord Apr 7.  
 HAINSWORTH, ARTHUR, Bradford, Bootmaker. Bradford. Pet Apr 6. Ord Apr 6.  
 HOLDEN, ISAAC, Chiddingfold, Surrey, Farm Bailiff. Guildford and Godalming. Pet Apr 2. Ord Apr 7.  
 HOLSTED, THOMAS WILLIAM, Maryport, Cumberland, Provision Dealer. Cockermouth and Workington. Pet April 6. Ord April 7.  
 JACKSON, CHARLES HERBERT, Alfrick, Worcester, Farm Bailiff. Worcester. Pet April 1. Pet April 7.  
 JONES, WALTER MAREDDITH, Tredegar, Mon, Grocer. Tredegar. Pet April 4. Ord April 7.  
 RAVENSCROFT, HENRIALL, West Derby, nr Liverpool, Brewer. Liverpool. Pet March 34. Ord April 7.  
 RICHARDSON, JOHN, Whitby, Joiner. Stockton on Tees and Middlesbrough. Pet April 6. Ord April 6.  
 ROBINS, THOMAS, Hemyock, Devon, Blacksmith. Taunton. Pet April 7. Ord April 7.  
 STEPHENS, JOHN WILLIAM, Hereford, Carpenter. Hereford. Pet April 2. Ord April 7.  
 WHITMORE, HARRY GEORGE, Barley, Hertford, Grocer. Cambridge. Pet April 2. Ord April 7.  
 WILSON, JOSEPH WILLIAM, Bingley, Yorks, Labourer. Bradford. Pet April 5. Ord April 6.



WOOLLEY, SAMUEL, son, Birmingham, Iron Merchant. Birmingham. Pet March 18. Ord April 7.  
YOUNG, JAMES, Blackburn, out of employment. Blackburn. Pet April 7. Ord April 7.

## SALES OF ENSUING WEEK.

April 18.—Messrs. BAKER & SONS, at the Hookin's Arms Hotel, Oxford, at 2.30 p.m., Freehold Building Land (see advertisement this week, p. 4).  
April 18 and following days.—Messrs. FLETCHER & CO., at 171, Strand, at 2 p.m., Artist Proof Etchings, Photographs, and Proof Engravings (see advertisement this week, p. 4).  
April 19.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, at 2 p.m., Contingent Reversion to Freehold Property (see advertisement this week, p. 4).  
April 19.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, at 2 p.m., Policies of Assurance (see advertisement this week, p. 4).  
April 20.—Messrs. FARREBROTHER, ELLIS, CLARE, & CO., at the Mart, at 2 p.m., Leasehold Properties (see advertisement April 2, p. 4).  
April 22.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold Properties (see advertisement this week, p. 4).  
April 22.—Messrs. FULER & FULER, at the Mart, at 2 p.m., Freehold Building Land (see advertisement, March 18, p. 4).

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

BRUCE.—April 7, at Blackrock, county Dublin, the wife of William R. Bruce, Master of the Queen's Bench, of a son.

EYKEMET.—April 5, at Eltham, Kent, the wife of Lancelot Fiddling Eykemet, barrister-at-law, of a son.  
JENKINS.—April 1, at Liversham, the wife of R. F. Jenkins, solicitor, of a son.

## MARRIAGES.

MESSEY—MASON.—April 7, at St. Thomas's, Portman-square, Charles Messy, solicitor, to Kate Mason, daughter of the late William Mason, of Windsor.  
POLLOCK—SALT.—April 13, at St. Saviour's Church, St. George's-square, S.W., Ernest Murray Pollock, barrister-at-law, to Laura Helen, daughter of Thomas Salt, M.P., of Stafford.

## DEATHS.

CHINERY.—April 8, at 1, Red Lion-square, Bloomsbury, George Whitmore Chinery, solicitor, late of Twickenham, aged 78.  
HEWITT.—April 1, Henry Marmaduke Hewitt, Inner Temple, barrister-at-law, aged 44.  
STROTHER.—April 5, William Strother, of Hildesheim, Ripley, Yorkshire, aged 47.

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The FIFTY-EIGHTH HALF-YEARLY GENERAL MEETING of the Members of this Association will be held at the LAW INSTITUTE, Chancery-lane, London, on Wednesday, April 20th, to receive the Board's Report and Statement of Accounts to December 31st, 1886, and for the transaction of other general business.

Mr. W. BERNIAH BROOK will move:—"That no Autumn General Meeting of Members be held this year."

The Chair will be taken at Two o'clock p.m.

9, Clifford's-inn, London, E.C., March 28th, 1887.

JAMES THOMAS SCOTT, Secretary.

BY



AUTHORITY.

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DEPUTY-CHAIRMAN: C. PEMBERTON, Esq. (Lee & Pemberton), Solicitor, 44, Lincoln's Inn Fields.

## Extract from the Report of the Directors for the year ended 30th November, 1886:—

In the Fire Department new Insurances were effected for an aggregate amount of £6,994,418, yielding in new Premiums the sum of £10,618 12s. 4d.

In the Life Department during the same period 252 Policies were effected, insuring £236,245, the new Premiums received thereon amounting to £8,085 19s., of which £1,298 16s. was paid away for re-assurance. Seventeen Proposals for insuring £21,150 were declined, and 46 Proposals for insuring £78,180 were uncompleted in the year.

Nine Life Annuities for £679 2s. 10d. were granted, the purchase-money for which was £5,742 7s. 8d. Sixteen Annuities for £999 10s. 6d. became void during the year by death.

The Claims under Life and Endowment Policies amounted to £46,519 3s. 6d., which amount, although in excess of the Claims for the year 1885, is below the expectation.

The total amount of losses by fire, paid and outstanding on 30th November, was £21,615 15s., being about 45 per cent. of the net Premiums received in the year.

The average rate of Interest realized on the assets of the Company (whether productive or unproductive) was £4 11s. 2d. per cent.

Liberal Settlement of Losses. Moderate Rates of Premium. Profits divided every five years in the Life Department. Life Policies, free from all Conditions and Restrictions, are granted at a slightly increased Premium. Policies of Insurance granted against the contingency of Issue at moderate rates of Premium. Claims under Life Policies payable immediately on proof of death and title. Loans are granted on Mortgage of Life Interests, Reversions, Leasehold Houses, &c. Reversions purchased. Prospectuses and every information may be obtained from

FRANK MCGEDY, Actuary and Secretary.

## NORTHERN ASSURANCE COMPANY

Established 1836.

LONDON: 1, Moorgate-street, E.C. AMSTERDAM: 1, Union-torreface.

### INCOME & FUNDS (1886):—

Fire Premiums	...	...	£377,000
Life Premiums	...	...	191,000
Interest	...	...	132,000
Accumulated Funds	...	...	£4,134,000

## ACCIDENTS AT HOME AND ABROAD

Railway Accidents, Employer's Liability,  
INSURED AGAINST BY

## THE RAILWAY PASSENGERS' ASSURANCE COMPANY

64, CORNHILL, LONDON.

Income ... .. £246,000.

COMPENSATION PAID FOR 116,000 ACCIDENTS.  
£2,350,000.

MODERATE PREMIUMS — FAVOURABLE CONDITIONS.

Prompt and Liberal Settlement of Claims.

CHAIRMAN—HARVEY M. FARQUHAR, Esq.

West-End Office:—8, Grand Hotel Buildings, W.C.;

Head Office:—64, CORNHILL, LONDON, E.C.

WILLIAM J. VIAN, Secretary.

ESTABLISHED 1861.

## BIRKBECK BANK.—

Southampton-buildings, Chancery-lane.

THREE per CENT. INTEREST allowed on

DEPOSITS, repayable on demand. TWO per CENT. INTEREST on CURRENT

ACCOUNTS calculated on the minimum monthly

balances, when not drawn below £100.

The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills or Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.

The BIRKBECK ALMANACK, with full particulars, post-free, on application.

FRANCIS RAVENSCROFT, Manager.

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ORDINARY SHAPE, 8/6 TO 70/-

PATENT OPENING, 30 TO 100/-

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GRATEFUL—COMFORTING.

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## DINNEFORD'S MAGNESIA

The best Remedy for

ACIDITY of the STOMACH, HEARTBURN, HEADACHE

COUL and INDIGESTION,

And safest Aperient for Delicate Constitutions, Ladies

Children, and Infants.

## DINNEFORD'S MAGNESIA.



